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## SECTION 01025

## MEASUREMENT AND PAYMENT

## PART 1 GENERAL

## 1.1 LUMP SUM PAYMENT ITEMS

## 1.1.1 General

Payment items for the work of this contract for which the Task Order lump sum payments will be made will be listed in each Request For Proposal and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

## 1.1.2 Lump Sum Items

## a. "Mobilization and Demobilization"

(1) Payment will be made for costs associated with mobilization and demobilization, as defined in Special Clause PAYMENT FOR MOBILIZATION AND DEMOBILIZATION.

(2) Unit of measure: lump sum.

## 1.2 UNIT PRICE PAYMENT ITEMS

## 1.2.1 General

Payment items for the work of this contract on which the Task Order unit price payments will be made will be listed in each Request For Proposal and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

## 1.2.2 Unit Price Items

a. "Dredging" [Item No. 0001, 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 0013, 0014, 0015, 0016].

(1) This item shall include all work as specified in SECTION 02482 DREDGING. The Contract unit price per cubic yard of dredging shall include the cost of removal, conveyance and disposal of all materials as shown on the drawings and as specified herein, except original materials, ledge rock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material which cannot be removed or buried below the required depth by the plant specified in the accepted bid, or the

equivalent of such plant, without blasting or special apparatus. The unit price shall also include the cost of all work required to be performed for the use of the disposal area. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at the prices agreed and approved in accordance with applicable provisions of the contract.

(2) Unit of measure: Payment for all acceptably completed work required under SECTION 02482 of the specifications will be made at the applicable Task Order unit price per cubic yard.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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## SECTION 01090

## SOURCES FOR REFERENCE PUBLICATIONS

## PART 1 GENERAL

## 1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g.

UL 1 (1993; Rev thru Jan 1995) Flexible Metal Conduit. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for convenience, e.g. UL's unnumbered 1995 edition of their Building Materials Directory is identified as UL-01 (1995) Building Materials Directory. The sponsoring organization number (UL 1) can be distinguished from an assigned identifying number (UL-01) by the lack of a dash mark (-) in the sponsoring organization assigned number.

## 1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive  
West Conshohocken, PA 19428-2959  
Ph: 610-832-9585  
Fax: 610-832-9555  
E-mail: [cservice@astm.org](mailto:cservice@astm.org)

## CODE OF FEDERAL REGULATIONS (CFR)

Order from:  
Government Printing Office  
Washington, DC 20402  
Ph: 202-512-1800  
Fax: 202-275-7703  
Internet: <http://www.pls.com:8001/his/cfr.html>

## CORPS OF ENGINEERS (COE)

Order from:  
U.S. Army Engineer Waterways Experiment Station  
ATTN: Technical Report Distribution Section, Services  
Branch, TIC  
3909 Halls Ferry Rd.  
Vicksburg, MS 39180-6199

IDT03

Ph: 601-634-2355  
Fax: 601-634-2506

MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

Financial Services Division  
Bureau of Finance  
P.O. Box 30050  
425 W. Ottawa St.  
Lansing, Mi 48909  
Modem: 517-355-0014

ENGINEERING MANUALS (EM)  
SAFETY AND HEALTH REQUIREMENTS MANUAL

USACE Publications Depot  
Attn: CEIM-SP-D  
2803 52nd Avenue  
Hyattsville, MD 20781-1102  
Ph: 301-394-0081

ENGINEERING REGULATIONS (ER)

USACE Publications Depot  
Attn: CEIM-SP-D 2803 52nd Avenue  
Hyattsville, MD 20781-1102  
Ph: 301-394-0081

ENVIRONMENTAL PROTECTION AGENCY (EPA)

Public Information Center  
401 M St., SW  
Washington, DC 20460  
Ph: 202-260-7751  
FAX: 202-260-6257  
Internet: <http://www.epa.gov> NOTE: Some documents are available  
only from National Technical Information  
Services (NTIS)  
5285 Port Royal Rd.  
Springfield, VA 22161  
Ph: 703-487-4600  
Fax: 703-321-8547  
Internet: <http://www.fedworld.gov/ntis/ntishome.html>

PART 2 (Not Applicable)

PART 3 (Not Applicable)

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SECTION 01100

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred within the text by the basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

33 CFR 320-330                      General Regulatory Policies, Permits,  
   Enforcement and Definitions

40 CFR 233                          State Program Regulations

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Utility Location Plan; G-AOF

Submit a plan of the proposed procedure for locating existing utilities prior to commencing work at the project site. Also submit a copy of the utility location findings prior to commencing work on the site.

Traffic Control Plan; G-AOF

At least fifteen (15) calendar days prior to commencing work at the site, submit a detailed, site specific plan for the control of traffic on the public roadways adjacent to the work area for each task order. Coordination of construction traffic with public use of the roadways shall be fully described, including all safety related characteristics.

Survey Note Format; G-AOF

Submit the proposed survey note format prior to performing any survey work at the work site.

SD-18 Records

Notice to Mariners

A copy of the completed "NOTICE TO MARINERS" form shall be provided prior to the commencement of work.

Buoy Relocation Position



Immediately upon relocating any U.S. Coast Guard buoys the Contractor shall report their position by latitude and longitude in writing.

#### Survey Information

Upon completion of the contract work, the originals of all field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be submitted in ring binders.

### 1.3 PRECONSTRUCTION CONFERENCE

After issuance of a Task Order, a conference will be arranged by the Contracting Officer's Representative between responsible personnel of the Contractor, Area Office and District Office. At this conference, the Contractor will be oriented with respect to Government procedures and line of authority for wage rates, contractual, administrative, and construction matters.

### 1.4 REGULATORY REQUIREMENTS

#### 1.4.1 Additional Work Proposed and Not Authorized

##### 1.4.1.1 Work Subject to 33 CFR 320-330

Any additional work (not specifically shown on the plans or delineated in the specifications) proposed by the Contractor in or affecting navigable waters, including wetlands (as defined in 33 CFR 320-330, published in the Federal Register Vol.51, No. 219, Thursday, November 13, 1986) shall not be performed without a Department of the Army Permit. This requirement shall be applicable to all work, permanent or temporary, and/or fill(s). The Department of the Army Permit shall be approved by the District Engineer or Deputy District Engineer in accordance with the laws of the United States and the regulations promulgated thereunder, including, but not limited to, the River and Harbor Act of 1899, the Clean Water Act and the National Environmental Policy Act of 1969, as amended. Corps employees (Contracting Officer's Representatives (COR) or inspectors) are not delegated authority to authorize such work. Information on making application for such permit(s) may be obtained by contacting one of the offices as listed hereinafter. When applying for information or a permit, a copy of any correspondence should be directed to the Contracting Officer of this contract. If a permit is not obtained, the additional work cannot be accomplished. Any delay in processing the permit will not constitute the basis of a claim under this contract. The fact that the Contractor is performing work under a Department of the Army Contract will give the Contractor no greater rights than any other applicant for a Department of the Army Permit.

#### MICHIGAN-INDIANA

Regulatory Functions Branch  
Engineering & Technical Services  
U.S. Army Engineer District, Detroit  
P. O. Box 1027  
Detroit, MI 48231  
Telephone: 313-226-6813

##### 1.4.1.2 Work Subject to 40 CFR 233

Any additional work (not specifically shown on the plans or included in the

specifications), proposed by the Contractor, in or affecting waters of the United States, including wetlands, in the State of Michigan (as defined in 40 CFR 233, published in the Federal Register, Vol. 49 No. 192, Tuesday October 2, 1984) shall not be performed without a State of Michigan regulatory permit. Information on making an application for such permit may be obtained by contacting the office listed hereinafter. When applying for a permit or for information, a copy of any correspondence shall be furnished to the Contracting Officer. If a permit is not obtained, the additional work shall not be performed. Any delay in obtaining or processing the permit will not constitute a basis for a claim under this contract.

#### STATE OF MICHIGAN

Department of Environmental Quality  
Land & Water Management Division  
P.O. Box 30458  
Stevens T. Mason Building  
Lansing, MI 48909  
Telephone: 517-373-4608

### 1.5 PROJECT/SITE CONDITIONS

#### 1.5.1 Condition and Use of Project Site

The drawings indicate soundings and elevations at the dredging and placement site as found in condition surveys made as stated on the contract drawings. A notification of at least five (5) calendar days shall be given to the Contracting Officer prior to bringing any construction equipment or material upon the work site. The Contractor shall be responsible for damages that may be suffered due to its operations. The Contractor shall note **CLAUSE** titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS."

##### 1.5.1.1 Physical Conditions

The physical conditions shown on the drawings are indicative of those that prevailed at the time of the site investigations and may be different than those at the time of construction. Significant variations that would require changes to the plans or specification shall be reported to the Contracting Officer immediately.

#### 1.5.2 Waterways Navigation and Traffic

The Contractor shall acquaint itself with all information and regulations pertaining to navigation and vessel traffic within the waterways at the project site. The Contractor shall coordinate with the U.S. Coast Guard to assure that a "NOTICE TO MARINERS" is issued prior to its work activity at the project site. A copy of the requisite notice form is enclosed in SECTION 01999. The completed form shall be sent to the address stated in the Subparagraph entitled "Temporary Lights, Signals and Buoys Required by U.S. Coast Guard". The Government will not undertake to keep the waterways free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917 (see Title 33, U.S.C.A. Sec. 1). The Contractor is required to conduct its work in such manner as to obstruct navigation as little as possible and, in case the Contractor's plant so obstructs a channel as to make difficult or endanger the passage of vessels, said plant



shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, and other marks placed by it under the contract in navigable waters or on shore.

#### 1.5.2.1 Navigation

Information and regulations pertaining to navigation may be obtained from the current issue of the "UNITED STATES COAST PILOT 6," issued annually by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA). The "UNITED STATES COAST PILOT" may be obtained from National Ocean Survey, NOAA, Distribution Division-C44, Riverdale, Maryland 20840.

#### 1.5.2.2 Traffic

Vessels that may use the waterways at the project site consist of recreational craft and commercial vessels. This traffic may interfere with contract operations and the Contractor shall conduct its work with due regard to and in coordination with the requirements of all navigation. Information regarding the types and amount of passages made by commercial vessels that may use the waterways at the project site may be obtained from the current issue of the "Waterborne Commerce of the United States, Part 3, Waterways and Harbors, Great Lakes," published by the Department of Army, Corps of Engineers. The Department of the Army publication may be obtained at no charge from the following:

District Engineer, U.S. Army Engineer District, New Orleans, Waterborne Commerce Section, P.O. Box 60267, New Orleans, Louisiana 70160. Phone 504-862-1425, FAX 504-862-1091.

#### 1.5.3 Existing Vegetation, Structures, Equipment, Utilities & Improvements

General locations of applicable existing utilities, vegetation, structures, equipment and improvements, based upon latest information available to the Government have been shown on the drawings. However, it is the Contractor's obligation to establish the exact horizontal and vertical location and size of all existing utility lines which are located within the required work area. The Contractor shall submit a utility location plan for approval by the Contracting Officer, locating existing utilities and a copy of its findings prior to commencing work on the site. Any utility lines which are not found by the Contractor, but which are known to exist at the project site, shall be reported to the Contracting Officer immediately. The Contracting Officer will have the option of directing commencement of work at the site or requiring the Contractor to submit further plans for locating the utility lines. Once the utilities have been located and marked, the Contractor shall be deemed to have the location made known to it pursuant to CLAUSE titled "PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS." The Contractor is required under CLAUSE titled "PERMITS AND RESPONSIBILITIES" to comply with, but not limited to, the Michigan Protection of Facilities During Construction Activities Act. If the Contractor damages any existing utility line, vegetation, structure, equipment or improvement, a report thereof shall be made immediately to the Contracting Officer. In any event, existing utility lines, vegetation, structures, equipment or improvements shall be protected from damage, and if damaged, shall be repaired by the Contractor at its own expense.

#### 1.5.4 Identification of Employees

The Contractor shall be responsible for requiring each employee engaged on the work to wear a hardhat of a distinctive color to identify that the person is an employee of the Contractor or display such identification as may be approved.

1.5.5 Contractor-Furnished Utility Services

The Contractor shall furnish, at its own expense, all water, electric current and other utilities required for its use.

1.5.6 Contract Supervision and Representation

The Contractor's local representative shall be available to Government representatives during duty hours, 8 a.m. to 4:30 p.m., on normal working days and shall be available by telephone marine radio or cellular phone at other times. The name of the Contractor's representative and the contact telephone number shall be furnished to the Government.

1.5.7 Coordination with Others

The Contractor is informed that other Contractors may be conducting operations adjacent to or near the limits of work under this contract. The Contractor shall coordinate its operations with others such that the work under this contract is completed within the time established in CLAUSE entitled "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK."

1.5.8 Traffic Control Plan

For each Task Order, the Contractor shall control traffic in accordance with its approved plan. The traffic control plan shall be in detail and size specific for the control of traffic on the public roadways adjacent to the work area. Coordination of construction traffic with public use of the roadways shall be fully described, including all safety related characteristics.

1.5.9 Temporary Lights, Signals and Buoys Required by Coast Guard

All temporary lights, signals and buoys required by the U.S. Coast Guard must be displayed during the required work. Information regarding required signals, lights, buoys and other requirements may be obtained from the Commander (OAN), U.S. Coast Guard, Shore Maintenance Detachment, ATTENTION: Aids to Navigation Branch, 1240 East Ninth Street, Cleveland, Ohio 44199-2060, Telephone (216) 522-3990.

1.5.10 Navigation Buoys

1.5.10.1 Buoy Relocation Position

If the relocation of existing navigation buoys is required to perform the contract work, the Contractor shall request permission for their relocation from the U.S. Coast Guard through the Contracting Officer. The request shall be provided to the Contracting Officer not less than three (3) weeks prior to need of the buoy relocation. The Contractor shall be responsible for performing the relocation work, which shall be in accordance with U.S. Coast Guard requirements.

1.5.10.2 Temporary Dredging and Construction Buoys



In order to distinguish temporary buoys placed and maintained by the Contractor for dredging or construction purposes from aids to navigation placed by the U.S. Coast Guard, the Contractor's buoys shall be white and the top two (2) feet shall be light green in color. The Contractor shall remove its temporary buoys at the completion of the work.

#### 1.5.10.3 Buoy Markings

If buoys with special markings are needed to indicate the different sides of the navigable channel, prior arrangements shall be made with the U.S. Coast Guard, through the Contracting Officer.

#### 1.5.11 Layout of Work and Surveys

##### 1.5.11.1 Layout of Work

The following requirements are in addition to the requirements of SECTION 00800 CLAUSE titled "LAYOUT OF WORK." The Government has established bench marks and horizontal control points at the site of the work. Horizontal control points and descriptions of bench marks are shown on the drawings and on sheets shall be provided with the Request For Proposal. The elevations of bench marks are referred to mean water level (IGLD 1985).

##### 1.5.11.2 Surveyor Requirements

Prior to any survey work by the Contractor he shall submit his Survey Note Format showing in detail how he plans on taking survey notes in the field for the approval of the Contracting Officer. From these control points and bench marks, the Contractor shall lay out the work by establishing all lines, grades, range markers and gauges at the site as necessary to control the work. All survey information shall be recorded in accordance with standard and approved methods and in the format approved by the Contracting Officer. All field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be available at all times during the progress of the work for ready examination by the Contracting Officer or his or her duly authorized representative and upon completion of the contract work the originals shall be turned over to the Contracting Officer in ring binders.

##### 1.5.11.3 Suspension

The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking the work. Such suspension will be withdrawn upon satisfactory replacement of location and limit marks. Such suspension shall be at no additional cost to the Government and shall not entitle the Contractor to an extension of time for completing the work.

#### 1.6 SEQUENCING AND SCHEDULING

##### 1.6.1 Exclusion of Period in Computing Completion Schedules

No work will be required during the period between 1 December and 15 April, inclusive and the days in this period will not be counted when computing the required completion date. The Contractor may perform work, unless otherwise prohibited, during all or any part of this period upon giving prior written notice to the Contracting Officer.

##### 1.6.2 Dredging Period Restriction

The Contractor's attention is directed to the allowed and prohibited dredging periods as established by the State of Michigan for this project as specified in SECTION 01130, "ENVIRONMENTAL PROTECTION" Paragraph, "PROTECTION OF FISH AND WILDLIFE RESOURCES", Subparagraph, "State of Michigan - Allowed and Prohibited Dredging". The number of calendar days within which the Contractor is required to complete the work under each Request For Proposal, as established is exclusive of the above referenced periods during which dredging is prohibited and the days in these periods will not be counted when computing the required completion date.

#### 1.6.3 Sunday, Holiday And Night Operations

When the Contractor elects to work on Sundays, holidays or nights (when not prohibited herein), notice of its intention to do so shall be given to the Contracting Officer not less than forty-eight (48) hours in advance thereof. Adequate lighting for thorough inspection of night operations shall be provided by the Contractor at its expense.

##### 1.6.3.1 Work Period Restrictions

No work is allowed at the project sites during the following Holiday periods:

- (1) 6 p.m. 28 May to 6 a.m. 1 June 2004
- (2) 6 p.m. 2 July to 6 a.m. 6 July 2004
- (3) 6 p.m. 3 September to 6 a.m. 7 September 2004
- (4) 6 p.m. 24 November to 6 a.m. 29 November 2004
- (5) 6 p.m. 23 December to 6 a.m. 3 January 2005
- (6) 6 p.m. 27 May to 6 a.m. 31 May 2005
- (7) 6 p.m. 1 July to 6 a.m. 5 July 2005
- (8) 6 p.m. 2 September to 6 a.m. 6 September 2005
- (9) 6 p.m. 23 November to 6 a.m. 28 November 2005
- (10) 6 p.m. 23 December to 6 a.m. 2 January 2006
- (11) 6 p.m. 26 May to 6 a.m. 30 May 2006
- (12) 6 p.m. 3 July 2004 to 6 a.m. 5 July 2006
- (13) 6 p.m. 1 September to 6 a.m. 5 September 2006
- (14) 6 p.m. 22 November to 6 a.m. 27 November 2006
- (15) 6 p.m. 22 December to 6 a.m. 2 January 2007
- (16) 6 p.m. 25 May to 6 a.m. 29 May 2007

- (17) 6 p.m. 3 July to 6 a.m. 5 July 2007
- (18) 6 p.m. 31 August to 6 a.m. 4 September 2007
- (19) 6 p.m. 21 November to 6 a.m. 26 November 2007
- (20) 6 p.m. 21 December to 6 a.m. 2 January 2008

The above-stated no-work periods, as applicable, are included in the number of calendar days within which the Contractor is required to complete the work as established in each task order scope of work, and therefore the above-stated no-work periods will not entitle the Contractor to additional time for completion of the work.

#### 1.6.4 Start Work

Evidence that the Contractor has started mobilization and preparation of submittal register, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after award of the Task Order.

#### 1.7 PRESERVATION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

If, during construction activities, the Contractor observes items that may have archaeological, historical or cultural value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the funds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from trespassing on, removing, or otherwise damaging such resources.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01101

REAL ESTATE

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PART 3 EXECUTION (NOT APPLICABLE)

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SECTION 01101

REAL ESTATE

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-18 Records

Additional Real Estate Rights; G-RED

Copies of any agreements for Contractor-acquired real estate rights shall be furnished before entering thereon.

1.1.1 REGULATORY REQUIREMENTS

1.1.2 Real Estate Rights

Rights for the use of the placement area have been obtained and the general limits of the areas shall be shown on the Request For Proposal drawings. All real estate lake ward of the Ordinary High Water Mark (Elevation 581.5 feet, IGLD 1985) is under Federal jurisdiction and no permit or agreements are necessary for work therein except as specified in SECTION 01100, "SPECIAL PROJECT PROCEDURES", Paragraph, "Additional Work Proposed and Not Authorized". No other real estate rights have been obtained by the Government for this project.

1.1.3 Additional Real Estate Rights

Any additional real estate rights desired by the Contractor shall be obtained by the Contractor at its own expense. Such agreements shall clearly relieve the Government of any responsibility for damages or liability resulting from the Contractor's use of such grounds.

1.2 PROJECT/SITE CONDITIONS

1.2.1 Location and Verification

It shall be the Contractor's responsibility to accurately locate the limits of all lands utilized under the contract. The corner and angle points of each area for which rights have been obtained shall be marked with semipermanent markers except where there is an approved existing property marker. Temporary markers shall be placed at points on alignment. The points on alignment shall be marked at stations so that intervals between points do not exceed 200 feet.

1.2.2 Survey Markers

All markers shall be installed in an area prior to its use and they shall be available for reference during and upon completion of use of the area.



Where approved existing property markers are found, a witness stake, as specified in Subparagraph, "Semipermanent Markers" below, shall be provided. If the types of markers specified hereinafter cannot be used, other types, as approved by the Contracting Officer, shall be provided.

1.2.2.1 Semipermanent Markers

The markers shall be a steel rod one-half inch in diameter and four (4) feet long. The steel rod shall be driven vertically into the ground so that the top is flush with the finished ground surface. Each marker shall be witnessed by a 2" x 2" yellow stake extending two (2) feet above the ground surface and driven into the ground until stable, with not less than one (1) foot penetration.

1.2.2.2 Temporary Markers

Markers shall be 2" x 2", red-colored, wood hub stakes driven into the ground until stable (not less than one (1) foot penetration) with two (2) feet projecting above the ground surface. If the period in which temporary markers are to be in place exceeds one (1) construction season, a more permanent type of marker, as approved, shall be provided.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

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## SECTION 01130

## ENVIRONMENTAL PROTECTION

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261 Identification and listing of Hazardous Waste

## ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

## MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)

MDOT 2003 (2003) Standard Specifications for Construction

## 1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; (archaeological and historical resources) and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

## 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Environmental Protection Plan; G-ECD

For each Task Order, submit in writing an Environmental Protection Plan within ten (10) calendar days after receipt of the Task Order award. See Article titled ENVIRONMENTAL PROTECTION PLAN for details. Information on existing environmental documents pertaining to the project may be obtained



by contacting the Environmental Analysis Branch of the Planning, Programs and Project Management Division, Detroit District, U.S. Army Corps of Engineers, 477 Michigan Avenue, Detroit, Mi. 48226.

#### 1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS

The Contractor shall comply with all applicable Federal, State, and local laws, regulations, permits and licenses. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

##### 1.4.1 Protection of Features

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract. The Contractor shall confine its activities to areas defined by contract drawings and specifications.

##### 1.4.2 Environmental Assessment of Contract Deviations

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government.

The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact including any environmental documents pertaining to the project. The Contractor shall obtain any necessary permits or licenses that have not been obtained by the Government.

#### 1.5 ENVIRONMENTAL PROTECTION PLAN

If the Contractor is awarded a Task Order, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall

begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

1.5.1 Federal, State and Local Laws and Regulations

The Contractor shall be knowledgeable of all Federal, State and local environmental laws and regulations which apply to the construction operations under the Contract and shall list any unique requirements applicable to this contract as part of the Environmental Protection Plan.

1.5.2 Spill Control Plan

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditions contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

1.5.3 Recycling and Waste Minimization Plan

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirements:

- a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

1.5.4 Contaminant Prevention Plan



As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

#### 1.5.5 Environmental Monitoring

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished. All environmental monitoring shall include monitoring of construction effects on "lands and water, air resources" and that the "effect to be monitored includes noise and vibration".

### PART 2 PRODUCTS (Not Applicable)

### PART 3 EXECUTION

#### 3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS

##### 3.1.1 Tree Protection

No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by the Contracting Officer. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the drip line of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the drip line of trees to be saved except as shown on the drawings.

##### 3.1.2 Location of Field Offices, Storage & Other Contractor Facilities

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in area provided by the Contractor. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.

##### 3.1.3 Protection of Fish, Wildlife and Flora

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish, wildlife and flora. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations. See Subparagraph, "Environmental Protection Plan."

##### 3.1.4 U.S. Department of Agriculture (USDA) Quarantined Considerations

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ)



jurisdictional office for additional cleaning requirements that may be necessary.

#### 3.1.5 Control of Non-Indigenous Aquatic Nuisance Species

The Contractor shall conduct diligent watercraft operating practices to prevent the spread of Aquatic Nuisance Species (ANS). Such practices shall include, but not be limited to, cleaning equipment on-site to prevent the spread of seeds, eggs, larvae, or other dispersal vectors (e.g. do not transport soil and plant matter from one location to another); and discharging or exchanging ballast water or other water from a vessel of any type only at a location where chances for survival of ANS are minimal, such as at cold, deep regions of Lake Superior which are far from shore.

#### 3.1.6 Soil Disposal Areas on Government Property

Material disposal on Government property shall be disposed only in those areas designated on the contract drawings. Hazardous, toxic, and radiological wastes (HTRW) shall not be disposed of on Government property.

Disposal operations shall be managed and controlled to prevent erosion of soil or sediment from entering nearby waters or wetlands. Disposal operations shall be developed and managed in accordance with the grading plan shown on the drawings or as approved by the Contracting Officer.

#### 3.1.7 Disposal of Solid Wastes

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination.

#### 3.1.8 Protection of Land

##### 3.1.8.1 Work Area Limits

Prior to any construction the Contractor shall mark where work is to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible during darkness, The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

##### 3.1.8.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features to be preserved, indicated and defined on the drawings submitted by the Contractor as a part of the Environmental Protection Plan shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

##### 3.1.8.3 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and local laws and regulations.

3.1.8.4 Spillages

Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, ashes, sawdust, waste washings, herbicides and insecticides, rubbish or sewage, and other pollutants from entering public waters.

3.1.8.5 Hydrocarbons, Carbon Monoxide and Oxides of Nitrogen and Sulfur Oxides

Vapor/gaseous emissions of hydrocarbons, carbon monoxide, oxides of nitrogen and sulfur oxides from equipment shall be controlled to Federal and State allowable limits at all times.

3.1.8.6 Odors

Odors from construction activities, processing and preparation of materials shall be controlled at all times.

3.1.8.7 Protection from Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise.

3.1.9 Clearing Debris

Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from Government property for proper disposal and/or recycling in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.

b. Excavated natural materials shall be placed in the designated area on the drawings.

c. Demolition products shall be transported from Government property for proper disposal and/or recycling in compliance with Federal, State, and local requirements.

3.1.10 Disposal of Contractor Generated Hazardous Wastes

Hazardous wastes are hazardous substances as defined in 40 CFR 261, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

## 3.1.11 Fuels and Lubricants

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

## 3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

## 3.2.1 Discovered Historic, Archaeological, and Cultural Resources

If during construction activities, items are observed that may have historic or archaeological value (e.g., Native American human remains or associated objects or artifacts are discovered), such items shall be protected in place and the observations shall be reported immediately to the Contracting Officer so that the District Archaeologist may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent its employees from trespassing on, removing, or otherwise disturbing such resources.

## 3.3 PROTECTION OF WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

## 3.4 PROTECTION OF FISH AND WILDLIFE RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish, wildlife and flora. Species that required specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations. See Subparagraph, "Environmental Protection Plan."

## 3.4.1 State of Michigan - Allowed and Prohibited Dredging

During the following periods of the year dredging is allowed:

<u>Harbor</u>	<u>Allowed Periods:</u>
Arcadia Harbor	01 July through 31 May
Frankfort Harbor	01 July through 31 May
Grand Haven Harbor (Outer)	01 July through 30 April
Holland Harbor (Outer)	01 July through 31 May
Leland Harbor	01 January through 31 December
Lexington Harbor	01 June through 30 April
Ludington Harbor	01 January through 31 December



Manistee Harbor	15 July through 30 April
Muskegon Harbor	15 July through 30 April
New Buffalo Harbor	01 January through 31 December
Pentwater Harbor	01 January through 31 December
Port Sanilac Harbor	01 July through 30 April
Portage Lake Harbor	01 June through 31 March
Saugatuck Harbor	15 July through 30 April
St. Joseph Harbor (Outer)	15 July through 30 April
White Lake Harbor	01 July through 30 April

Dredging is prohibited during any other periods.

#### 3.4.2 Particulates

Airborne particulates, including dust particles, aerosols, and gaseous by products from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

#### 3.5 INSPECTION

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

#### 3.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

#### 3.7 TRAINING OF CONTRACTOR PERSONNEL

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control.

Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items that must be discussed shall include recognition and protection of Archaeological sites and artifacts and historic structures.

### 3.8 POST CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall obliterate all signs of temporary facilities such as haul roads, work area, structures, stock piles of excess or waste materials, fencing, buoys, stakes, or other vestiges of construction within the work, storage and access areas or as directed by the Contracting Officer. Except for surfaced areas, the areas shall be restored to near natural conditions which permit the growth of vegetation thereon. In areas where restoration to near natural conditions is not required, surfaces shall be evenly and smoothly dressed, sloped to drain, and the edges of the restored area graded to be flush with the surrounding existing grade even if original contours are not restored. All damaged non-surfaced areas shall be restored by topsoiling, fertilizing, seeding and mulching, unless otherwise specified or directed. The topsoiling, fertilizing, seeding, and mulching shall be in accordance with the applicable provisions of MDOT 1996.

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## SECTION 01330

## SUBMITTAL PROCEDURES

## PART 1 GENERAL

## 1.1 SUMMARY

## 1.1.1 Government-Furnished Information

Submittal register database and submittal management program will be delivered to the contractor, by contracting officer on 3 1/2 inch disk. Register database will have the following fields completed, to the extent that will be required by the Government during subsequent usage.

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g. SD-04 Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Column (f): Indicate approving authority for each submittal. A "G" indicates approval by contracting officer; a blank indicates approval by QC manager.

The database and submittal management program will be extractable from the disk furnished to contractor, for operation on contractor's IBM compatible personal computer with 640kb RAM, a hard drive, and 3 1/2 inch high density floppy disk drive.

## 1.2 DEFINITIONS

## 1.2 Submittal

Shop drawings, product data, samples, and administrative submittals presented for review and approval. Contract Clauses "FAR 52.236-5, Material and Workmanship," paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

## 1.3 Types of Submittals

All submittals are classified as indicated in paragraph "Submittal Descriptions (SD)". Submittals also are grouped as follows:

- a. Shop drawings: As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by contractor or through contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate portion of work.



- b. Product data: Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate portion of work, but not prepared exclusively for this contract.
- c. Samples: Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portion of work, illustrating portion of work or establishing standards for evaluating appearance of finished work or both.
- d. Administrative submittals: Data presented for reviews and approval to ensure that administrative requirements of project are adequately met but not to ensure directly that work is in accordance with design concept and in compliance with contract documents.

#### 1.4 Submittal Descriptions (SD)

##### SD-01 Preconstruction Submittals

Submittal Register  
Environmental protection plan  
Quality control plan  
Dredging, Conveyance, and Disposal Plan  
Accident Prevention Plan (or Company Certificate of Compliance Documentation)  
Progress Chart

##### SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the contractor for integrating the product or system into the project.

Drawings prepared by or for the contractor to show how multiple systems and interdisciplinary work will be coordinated.

##### SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

##### SD-04 Samples

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the

project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data intended to be incorporated in operations and maintenance manuals.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

As-built drawings

Special warranties

Posted operating instructions

Training plan

1.5 SUBMITTAL CLASSIFICATION

Submittals are identified with submittal description (SD) numbers and are classified as follows:

1.5.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.5.2 Designated Reviewers

The organization designated to perform the review for approval for items requiring Government approval (G) is identified by acronym in the REVIEWER column on the SUBMITTAL REGISTER, ENG FORM 4288 or ENG FORM 4288 (RMS). Following is a list of the acronyms used and their full description:

AOF = The Resident U.S. Army Corps of Engineers Area Office

RED = Real Estate Division, Detroit District, U.S. Army Corps of Engineers

AEN = The Architect/Engineer firm that designed the project

ECD = Engineering and Construction Division, Detroit District, U.S. Army Corps of Engineers

1.6 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the



Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

#### 1.7 DISAPPROVED SUBMITTALS

When a submittal is returned to the Contractor and marked "DISAPPROVED" or "APPROVED AS NOTED, REVISE AND RESUBMIT", the Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

#### 1.8 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Submittals shall be made in the required number of copies and to the applicable Area Office. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and stamped in accordance with ARTICLE titled STAMPS, and approved by the CQC representative. Each respective transmittal form (ENG FORM 4025) shall be signed and dated by the CQC representative certifying that the accompanying submittal complies with the contract requirements. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

##### 3.2 SUBMITTAL REGISTER (ENG FORM 4288)

In Section 01999, is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "d" through "r" have been completed by the



Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy plus associated electronic file) to the Contracting Officer for approval within 10 calendar days after receipt of the Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 10 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 5 calendar days shall be allowed and shown on the register for review and approval of submittals for refrigeration and HVAC control systems.

### 3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) enclosed in SECTION 01999 shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor, or may be copied from the enclosed form. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

### 3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

#### 3.5.1 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

### 3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control its procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

### 3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. The distribution of approved copies will be as specified in the Clause titled "SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION".

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals.

3.9 RESERVATION OF RIGHTS

The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

## 3.10 STAMPS

Stamps, approximately 2 inches high by 3 inches wide, and similar to the following, shall be used by the Contractor on the submittal data to validate approval:

CONTRACTOR (Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

## 3.11 ACCIDENT PREVENTION PLAN

The format of the Contractor's Accident Prevention Plan shall be in accordance with APPENDIX A, MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN of the SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385 1-1, 3 Sept 1996. A copy of NCE FORM 129 is included in SECTION 01999 for use in preparing activity hazard analysis documentation.

-- End of Section --

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SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Quality Control Plan; G-AOF

Submit in writing a Quality Control Plan within ten (10) calendar days after receipt of the Task Order Award.

SD-08 Statements

CQC System Manager; G-AOF

Submit in writing the name and qualifications of the Contractors Quality Control Manager.

SD-09 Reports

Preparatory Inspection Checklist

Submit a Preparatory Inspection Checklist 24 Hours in advance of beginning any of the required action of the preparatory control phases.

Initial Inspection Checklist

Submit a Initial Inspection Checklist 24 Hours in advance of beginning any of the required action of the initial control phases.

Daily Inspection Report

Submit a Daily Inspection Report within 24 Hours after any calendar day the Contractor is on the job site.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Clause titled "INSPECTION OF CONSTRUCTION." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be

keyed to the proposed construction sequence.

### 3.2 QUALITY CONTROL PLAN

#### 3.2.1 General

The Contractor shall furnish for review by the Government, not later than 10 days after receipt of the Task Order Award, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of Clause titled "INSPECTION OF CONSTRUCTION." The plan shall identify personnel, procedures, control, instructions, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

#### 3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors:

- a. Information required in the paragraph titled "IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM (RMS)" shall be incorporated into the Contractor's Quality Control plan, as applicable.
- b. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project superintendent.
- c. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- d. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters shall also be furnished to the Government.
- e. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors. These procedures shall be in accordance with SECTION 01330, "SUBMITTAL PROCEDURES".
- f. Procedures for tracking preparatory, initial, and follow-up control phases, including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. This list shall be as agreed upon during the coordination meeting.

### 3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in its CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.4 Changes to Plan

After acceptance of the QC plan, the Contractor shall submit any proposed QC plan changes to the Contracting Officer in writing a minimum of 7 calendar days prior to the proposed implementation date for the change. Changes to the plan shall not be made prior to the Contracting Officer's approval of the change.

## 3.3 COORDINATION MEETING

Immediately after adjournment of the required Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. A draft copy of the CQC Plan shall be provided to the Government at least three working days prior to the CQC meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, administration of the system for both on-site and off-site work, and the interrelationship of the Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government and are to be signed by both the Contractor and the Contracting Officer or the Contracting Officer's Representative. The minutes shall be separate from the Preconstruction Conference minutes and shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

### 3.3.1 Finalize CQC Plan

Immediately following the Preconstruction Conference, the Contractor shall finalize the CQC plan, taking into account comments made at the conference, and shall formally submit the CQC plan for acceptance. The Contractor shall allow up to 10 calendar days for review and acceptance of the finalized submittal.

## 3.4 QUALITY CONTROL ORGANIZATION

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be



at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

#### 3.4.1 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the on site work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be a construction person with a minimum of 3 years in related work. This CQC system manager shall be on site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

#### 3.4.2 Additional Requirements

In addition to the above experience and education requirements the CQC System Manager shall have completed the course titled "Construction Quality Management For Contractors". This course is periodically offered at one or more of the Area Offices within the District.

#### 3.4.3 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

#### 3.5 SUBMITTALS

Submittals shall be as specified in SECTION 01330 "SUBMITTAL PROCEDURES". The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

#### 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations and will be keyed to the proposed construction sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

##### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract plans.
- c. A check to assure that all required submissions have been made and approved.



- d. A check to assure that provisions have been made to provide required control inspection.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- g. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- h. A check to ensure that the CQC plan for the work to be performed has been accepted by the Contracting Officer.
- i. The Government shall be notified at least 24 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by a completed Preparatory Inspection Checklist and by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract requirements.

#### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. A completed initial inspection checklist of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

## 3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work.

## 3.6.4 Implementation of Government Resident Management System (RMS)

The Contractor shall utilize the Government-furnished CQC Management Report, for its daily reports. (Copy enclosed in SECTION 01999). Other Contractor desired reporting forms may be used in addition to this form. The Contractor shall use a government-furnished RMS CQC computer module for managing the quality control for this project. On the Government-furnished Input Forms in SECTION 01999 for use with the RMS, the Contractor shall provide the following information:

- (1) Prime Contractor staffing
- (2) letter codes which the Contractor wishes to use in addition to those supplied with the program libraries. A list of current existing codes is provided in SECTION 01999.
- (3) subcontractor information showing trade, name, address, and insurance expiration dates
- (4) Definable features of work from a Government provided dictionary (may be expanded by the Contractor, as approved).
- (5) Pay activity and activity information, including minimum and maximum durations for each activity on a separate listing. The sum of all activity values shall equal the contract amount and, all Bid Items and Additives shall be separately identified, in accordance with the BIDDING SCHEDULE. Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. All of the data listed in this Subpart 6 shall be provided and the RMS CQC module shall be completed to the satisfaction of the Contracting Officer prior to any contract payments (except payments for bonds, insurance and/or mobilization as approved by the Contracting Officer) and shall be updated as required.
- (6) Required Quality Control tests (as applicable) tied to individual activities. The QC Reports/QC Requirements function of the RMS QC Module will be used to meet the requirements for tracking of verification and acceptance testing specified in the paragraph titled "Content of the CQC Plan".
- (7) Submittal information relating to specification section, bid item number, description, activity number, review period and expected procurement period
- (8) User schooling information (as applicable).

The above items shall be incorporated into the required submittal for the Contractor's Quality Control Plan required in the paragraph titled "QUALITY CONTROL PLAN" of this Section.



a. During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect corrections needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor shall acknowledge receipt of these comments by specific number reference on its Daily CQC Report, and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification. The contractor will use the QC COMMENTS function of the RMS QC Module to meet the requirements for tracking construction deficiencies as specified in paragraph titled, "Content of the CQC Plan".

b. The Contractor's schedule system shall include, as specified and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals (as applicable) and all Test Plans of Electrical and Mechanical Equipment or Systems that require validation testing or instructions to Contracting Officer Representatives (as applicable).

### 3.6.5 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Government if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

## 3.7 COMPLETION INSPECTION

### 3.7.1 Punch Out Inspection

At the completion of all work the CQC system manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph "DOCUMENTATION" below, and shall include the estimated date by which the deficiencies will be corrected. The CQC system manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final Inspection.

### 3.7.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

### 3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptable complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

### 3.8 DOCUMENTATION

The Contractor shall maintain Daily Inspection Report of quality control operations, activities, and tests performed, including the work of subcontractors. These records shall be on an acceptable form and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed today, giving location, description, and by whom. For dredging projects, the report shall always include the character and types of materials removed. Whenever there is a significant change in the materials, the location of such change shall be included in the reports.
- d. Control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Identify submittals reviewed, with contract reference, by whom, and action taken.
- f. Off-site surveillance activities, including actions taken.
- g. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- h. List instructions given/received and conflicts in plans and/or specifications.
- i. Contractor's verification statement.
- j. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement



that the workmanship complies with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. All calendar days shall be accounted for throughout the life of the contract. The first report following a period of no work shall be for that day and all the no-work days since the last reported work day. Reports shall be sequentially numbered for this project, signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of reports prepared by all subordinate quality control personnel.

### 3.9 SAMPLE FORMS

Sample forms for the CQC Management Report, Preparatory Inspection Checklist, Initial Inspection Checklist, and other required reports and plans are enclosed in SECTION 01999. The Contractor shall tailor the checklists to include all reporting and quality control requirements specific to this project.

### 3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor or subcontractor.

--End of Section--

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SECTION 01999

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SECTION 01999

LISTING OF ENCLOSED DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PART 1 GENERAL

1.1 ENCLOSURES

This Section contains documents referenced in other Sections of the specifications. They are consolidated in this Section for the convenience of the Contractor and the Government. The Contractor may reproduce the enclosed forms for it's use or obtain a supply of the forms from the Contracting Officer.

LIST OF ENCLOSED DOCUMENTS

CONSTRUCTION QUALITY MANAGEMENT REPORT -  
NCE FORM 63, 6 MAY 77. (2 Sides)

PREPARATORY INSPECTION CHECKLIST (3 SIDES)

INITIAL INSPECTION CHECKLIST (2 SIDES)

ACCIDENT PREVENTION PROGRAM ACTIVITY  
HAZARD ANALYSIS- NCE FORM 129, 6 JUNE 1986.

RESIDENT MANAGEMENT SYSTEM FORMS

- A. CURRENT ACTIVITY SYSTEM FORMS
- B. INTIAL INSPECTION WORKSHEET
- C. PREPARATORY INSPECTION WORKSHEET
- D. CONTRACTOR QUALITY CONTROL REPORT
- E. TRANSMITTAL SHEET (4025-R)

SUBMITTAL REGISTER - ENG FORM 4288, MAY 91

TRANSMITTAL OF SHOP DRAWINGS,  
EQUIPMENT DATA, MATERIAL SAMPLES, OR  
MANUFACTURER'S CERTIFICATIONS OF COMPLIANCE  
ENG FORM 4025, MAY 91 (2 SIDES)

REPORT OF OPERATIONS - PIPELINE,  
DIPPER OR BUCKET DREDGES -ENG FORM 4  
267, JAN 70 (2 SIDES)

NOTICE TO MARINERS FORM

OVERDEPTH AND TOLERANCE DRAWINGS

BENCHMARKS AND HORIZONTAL CONTROL DATA (To Be Provided with  
Request For Proposal)

GENERAL DECISION NO. IL030018

IDT03

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

--End of Section--



CONSTRUCTION QUALITY CONTROL MANAGEMENT

DATE \_\_\_\_\_ REPORT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_  
PROJECT NAME \_\_\_\_\_ LOCATION \_\_\_\_\_  
WEATHER TYPE \_\_\_\_\_ TEMP. MAX \_\_\_\_\_ MIN \_\_\_\_\_ RAINFALL \_\_\_\_\_ GAGE READING \_\_\_\_\_  
EMPLOYEES: SUPV. \_\_\_\_\_ SKILLED \_\_\_\_\_ LABORERS \_\_\_\_\_ LENGTH OF SHIFT \_\_\_\_\_ HR \_\_\_\_\_

WORK RESPONSIBILITY: NAME (PRIME OR SUBCONTRACTOR) AND AREA OF RESPONSIBILITY .

A. \_\_\_\_\_  
B. \_\_\_\_\_  
C. \_\_\_\_\_  
D. \_\_\_\_\_  
E. \_\_\_\_\_

WORK PERFORMED TODAY: (LOCATION, DESCRIPTION, QUANTITY AND RESPONSIBILITY BY LETTER REFERENCE  
( Relate to Items on the Progress Chart or CPM)

INSPECTION: (DESCRIPTION OF INSPECTION AND LOCATION. INCLUDE OFF-SITE, MATERIALS AND  
EQUIPMENT INSPECTION.)

A. PREPARATORY PHASE:

B. INITIAL PHASE:

C. CONTINUOUS PHASE:

RESULTS OF INSPECTION: (INCLUDE FINDINGS, DEFICIENCIES OBSERVED & CORRECTIVE ACTION)

RESULTS OF SURVEILLANCE CONTINUED:

---

TEST PERFORMED: TYPE, LOCATION, RESULTS INCLUDING FAILURES & REMEDIAL ACTION,  
(ATTACH COPY OF TEST REPORT OR NOTATION WHEN IT WILL BE FURNISHED.)

---

WORK ITEMS BEHIND SCHEDULE: REASON, EFFECT ON PROGRESS SCHEDULE AND ACTION TAKEN.

---

JOB SAFETY: (REPORT CONDITIONS, DEFICIENCIES, CORRECTIVE ACTION & RESULTS.)

---

REMARKS: LIST ATTACHMENT AND OTHER MANAGEMENT ACTIONS TAKEN TO ASSURE QUALITY  
CONSTRUCTION

IF INSPECTION & RESULTS ARE NOT LISTED THEN IT IS ASSUMED THAT QUALITY CONTROL IS NOT BEING  
IMPLEMENTED.  
THE ABOVE REPORT IS COMPLETE AND CORRECT AND ALL MATERIALS & SUPPLIES INCORPORATED IN THE  
WORK ARE IN COMPLIANCE WITH THE TERMS OF THE CONTRACT EXCEPT AS NOTED:

---

CONTRACTOR'S APPROVED REPRESENTATIVE SIGNATURE

PREPARATORY INSPECTION CHECKLIST

CONTRACT NO: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_ SPECS. SECTION: \_\_\_\_\_  
MAJOR DEFINABLE SEGMENT OF WORK: \_\_\_\_\_

A. PERSONNEL PRESENT:

	<u>NAME</u>	<u>POSITION</u>	<u>COMPANY</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

B. TRANSMITTAL INVOLVED:

	<u>NUMBER &amp; ITEM</u>	<u>CODE</u>	<u>CONTRACTOR OR GOVERNMENT APPROVAL</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

## PREPARATORY INSPECTION CHECKLIST

B-I. Have all items involved been approved Yes\_\_\_\_\_ No\_\_\_\_\_

B-II. What item have not been approved?

<u>ITEM</u>	<u>STATUS</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

C. Are all materials on hand? Yes\_\_\_\_\_ No\_\_\_\_\_

C-I. Are all materials on hand accordance with approvals? Yes\_\_\_\_\_ No\_\_\_\_\_

C-II. Items not on hand or not in accordance with transmittals:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

D. Test required in accordance with contract requirements:

<u>TEST</u>	<u>PARAGRAPH</u>
1. _____	_____
2. _____	_____
3. _____	_____



PREPARATORY INSPECTION CHECKLIST

E. ACCIDENT PREVENTION PREPLANNING – HAZARD CONTROL MEASURES:

E-1 Applicable Outlines )Attach completed copies):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

E-II Operational Equipment Checklist

ATTACHED FOR:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

ON FILE FOR:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
QUALITY CONTROL – PRIME CONTRACTOR

Page 3 of 3

INITIAL INSPECTION CHECKLIST

CONTRACT NO: \_\_\_\_\_ DATE: \_\_\_\_\_

Description and Location of Work Inspected: \_\_\_\_\_

\_\_\_\_\_ Specs. Section: \_\_\_\_\_

REFERENCE CONTRACT DRAWING:

\_\_\_\_\_

A. PERSONNEL PRESENT :

	NAME	POSITION	COMPANY
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

B. MATERIALS BEING USED ARE IN STRICT COMPLIANCE WITH THE CONTRACT PLANS

AND SPECIFICATION: YES \_\_\_\_\_ NO \_\_\_\_\_

IF NOT, EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

INITIAL INSPECTION CHECKLIST

C. PROCEDURES AND WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS: YES \_\_\_\_ NO \_\_\_\_

IF NOT, EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. WORKMANSHIP IS ACCEPTABLE: YES \_\_\_\_ NO \_\_\_\_ STATE AREAS WHERE IMPROVEMENT IS NEEDED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
QUALITY CONTROL REPRESENTATIVE



ACCIDENT PREVENTION PROGRAM ACTIVITY HAZARD ANALYSIS				Page of
1. Contract No.	2. Project	3. Facility		
4. Date	5. Location	6. Estimated Start Date		
7. Item	8. Phase of Work	9. Safety Hazard	10. Precautinary Action Taken	
11. Contractor (Signature & Date)				
12. Report discussed with contractor/ superintendent on		13. Contracting Officer (Signature & Date)		



US Army Corps  
of Engineers

## Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI  
Contract Number: DACW35-02-C-####

Location Name

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
<b>CLIN 0001</b>	<b>North and South Pier Repairs</b>	<b>1</b>	<b>\$3,437,787.18 / LS</b>	<b>\$3,437,787.18</b>
1001	Bonds			\$49,136.00
1002A	Prepare & Mobilize Equipment			\$94,864.00
1002B	Prepare Site			\$72,500.00
1002C	Office Trailers & Utilities			\$22,500.00
1003A	Demobilize Equipment			\$5,000.00
1003B	Site Restoration			\$2,500.00
1003C	As-Built Drawings			\$2,500.00
1004A	Furnish SSP			\$750,000.00
1004B	Furnish Special Piles			\$50,000.00
1004C	Furnish SSP Pile Shoes			\$30,000.00
1004D	Fabricate Template			\$6,000.00
1004E	Excavate Driving Line			\$100,000.00
1004F	Set & Drive SSP			\$500,000.00
1004G	Backfill Driving Line			\$50,000.00
1004I	South Driving Line Obstruction Removal			\$117,787.18
1005A	Furnish Misc. Steel			\$193,000.00
1005B	Furnish Tie-Rods			\$20,000.00
1005C	Furnish Plate Washers			\$15,000.00
1005D	Furnish Fastners			\$12,000.00
1005E	Place Misc. Steel			\$280,000.00
1006A	Demo Concrete & Remove (Rubblemound)			\$100,000.00
1006B	Excavate Existing Cribbs (Rubblemound Area)			\$185,000.00
1006C	Disposal of Demo Materials (Rubblemound Area)			\$25,000.00
1007A	Furnish H-Pile Materials			\$22,800.00
1007B	Install H-Piles			\$27,200.00
1008A	Furnish Rebar			\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)			\$500,000.00
1009A	Furnish Handrails			\$60,000.00
1009B	Place Handrails			\$7,000.00
1009C	Paint Handrails			\$3,000.00
				<b>\$3,437,787.18</b>
<b>CLIN 0002</b>	<b>Fill Stone:</b>	<b>0</b>	<b>\$0.00 / NA</b>	<b>\$0.00</b>
	No Activities Assigned to this Bid Item.			
<b>CLIN 0002AA</b>	<b>First 18,000 tons</b>	<b>18,000</b>	<b>\$22.50 / TN</b>	<b>\$405,000.00</b>
2001	Furnish & Place Fill Stone - 1st 18,000 Tons			\$405,000.00
				<b>\$405,000.00</b>
<b>CLIN 0002AB</b>	<b>Over 10,000 tons</b>	<b>2,000</b>	<b>\$22.50 / TN</b>	<b>\$45,000.00</b>
2101	Furnish & Place Fill Stone - Over 18,000 Tons			\$45,000.00
				<b>\$45,000.00</b>
<b>CLIN 0003</b>	<b>Underlayer Stone:</b>	<b>0</b>	<b>\$0.00 / NA</b>	<b>\$0.00</b>
	No Activities Assigned to this Bid Item.			
<b>CLIN 0003AA</b>	<b>First 4,500 Tons</b>	<b>4,500</b>	<b>\$31.50 / TN</b>	<b>\$141,750.00</b>
3001	Furnish & Place Underlayer Stone - 1st 4,500 Tons			\$141,750.00
				<b>\$141,750.00</b>
<b>CLIN 0003AB</b>	<b>Over 4,500 tons</b>	<b>450</b>	<b>\$31.50 / TN</b>	<b>\$14,175.00</b>
3101	Furnish & Place Underlayer Stone - Over 4,500 Tons			\$14,175.00
				<b>\$14,175.00</b>
<b>CLIN 0004</b>	<b>Scour Stone:</b>	<b>0</b>	<b>\$0.00 / NA</b>	<b>\$0.00</b>



US Army Corps  
of Engineers

## Current Activity Summary

08 Jul 2002

Project Name: Repair of North & South Piers, Baloney Harbor, MI  
Contract Number: DACW35-02-C-####

Location Name

Activity Number	Activity Description	QUANTITY	UNIT PRICE	AMOUNT
CLIN 0004	Scour Stone: (Continued)	0	\$0.00 / NA	\$0.00
No Activities Assigned to this Bid Item.				
CLIN 0004AA	First 3,500 tons	3,500	\$27.50 / TN	\$96,250.00
4001	Furnish & Place Scour Stone - 1st 3,500 Tons			\$96,250.00
				\$96,250.00
CLIN 0004AB	Over 3,500 tons	600	\$27.50 / TN	\$16,500.00
4101	Furnish & Place Scour Stone - Over 3,500 Tons			\$16,500.00
				\$16,500.00
CLIN 0005	Bedding Stone:	0	\$0.00 / NA	\$0.00
No Activities Assigned to this Bid Item.				
CLIN 0005AA	First 3,000 tons	3,000	\$28.00 / TN	\$84,000.00
5001	Furnish & Place Bedding Stone - 1st 3,000 Tons			\$84,000.00
				\$84,000.00
CLIN 0005AB	Over 3,000 tons	600	\$28.00 / TN	\$16,800.00
5101	Furnish & Place Bedding Stone - Over 3,000 Tons			\$16,800.00
				\$16,800.00
CLIN 0006	Armor Stone:	0	\$0.00 / NA	\$0.00
No Activities Assigned to this Bid Item.				
CLIN 0006AA	First 6,000 tons	6,000	\$34.00 / TN	\$204,000.00
6001	Furnish & Place Armor Stone - 1st 6,000 Tons			\$204,000.00
				\$204,000.00
CLIN 0006AB	Over 6,000 tons	825	\$34.00 / TN	\$28,050.00
6101	Furnish & Place Armor Stone - Over 6,000 Tons			\$28,050.00
				\$28,050.00
Sum of CLINs				\$4,489,312.18
Sum of Activities				\$4,489,312.18
Difference				\$0.00



## INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

### A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -

ABC Company, Inc

1008A	Furnish Rebar	\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)	\$500,000.00
		<hr/> \$635,000.00

### B. QUALITY CONTROL REQUIREMENTS -

#### SUBMITTALS REQUIRED -

00700	1	SF 1413 for Subcontracts		Not submitted
03250	1	Expansion Joint Materials	A	Approved
03307	1	Batching and Mixing Equipment	F	Receipt
03307	2	Conveying and Placement Equipment	F	Receipt
03307	3	Reinforcing Steel (Mat Steel, Bar Steel)	A	Approved
03307	4	Concrete Mixture Proportions;	A	Approved
03307	5	Cementitious Material	A	Approved
03307	6	Aggregates	A	Approved
03307	7	Manufacturer's Literature	A	Approved
03307	8	Batching & Mixing Equipment - Redi-Mix	F	Receipt
03307	9	Conveying & Placing Equipment - Redi-Mix	F	Receipt
03307	10	Concrete Mix Proportions - Redi-Mix	A	Approved
03307	11	Cementitious Material - Redi-Mix	A	Approved
03307	12	Aggregates - Redi Mix	A	Approved
03307	13	Manufacturer's Data; AEA - Redi-Mix	A	Approved
03307	14	Manufacturer's Data; WRA - Redi-Mix	A	Approved
05500	2	Welders	F	Receipt
05552	4	Mill Certs - Ladder Grab Rails	A	Approved

#### QC TESTS -

CT # 00001	Obtain 1 Cylinder for strength testing at 7 days and 2 Cylinders for 28 days. Minimum of one set per day or 1 set per every 150 CY placed. (ASTM C-94) Required strength at 7 Days = 2,800 p.s.i.; 28 Days = 4,000 p.s.i.	Not Performed
CT # 00002	Check Batch slips for water/cement ratio not to exceed 0.40 by weight	Not Performed
CT # 00003	Check Slump at both mixer and discharge ends: Pumped = 3" - 7" at discharge Maximum of 5" at Mixer if no admixture used Maximum of 7" at mixer if admixture is used 2 checks per shift is minimum required	Not Performed
CT # 00004	2 Air Content tests required per shift. Check approved mix design for maximum and minimum values acceptable.	Not Performed

### C. QA/QC PUNCH LIST ITEMS -

## INITIAL INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

### C. QA/QC PUNCH LIST ITEMS - Cont.

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### D. LABOR RATES -

LABOR CLASSIFICATIONS	BASIC RATE	FRINGE BENEFITS	PLUS %	TOTAL WAGE/HR
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### E. INSPECTION CHECKS -

	IN COMPLIANCE Yes/ No/ NA		
1. Check rebar for proper bar sizes, per approved shop drawings.	___	___	___
2. Check for 3" clearance of rebar from form sides and top surface.	___	___	___
3. Check for proper use of concrete vibrators	___	___	___
4. Check for correct finish elevations.	___	___	___
5. Concrete finish shall meet approval of on-site Government Representative. Make sure all finishers are aware of approved finishing method and degree of brooming.	___	___	___
6. Ensure embedded items are not displaced during placement and finishing of the concrete.	___	___	___
7. _____	___	___	___
8. _____	___	___	___
9. _____	___	___	___
10. _____	___	___	___

### F. JOB SITE SAFETY -

	IN COMPLIANCE Yes/ No/ NA		
1. All employees working over water are required to wear workvests (PFDs)	___	___	___
2. All employees are to wear hard hats.	___	___	___
3. Concrete Pump must be shut down prior to cleaning.	___	___	___
4. Review Activity Hazard Analysis for Concrete Work prior to performing this work.	___	___	___
5. _____	___	___	___
6. _____	___	___	___
7. _____	___	___	___
8. _____	___	___	___

### G. QA Evaluation Notes -

	DISCUSSED Yes/ No/ NA		
1. _____	___	___	___
2. _____	___	___	___
3. _____	___	___	___
4. _____	___	___	___

**PREPARATORY INSPECTION WORKSHEET**

DEFINABLE FEATURE OF WORK : Site Cast Concrete

**A. ACTIVITIES INCLUDED UNDER Site Cast Concrete -**

ABC Company, Inc.

1008A	Furnish Rebar	\$135,000.00
1008B	Place Concrete (2000 CY @ \$250.00/CY)	\$500,000.00
		<hr/> \$635,000.00

**B. QUALITY CONTROL REQUIREMENTS -****SUBMITTALS REQUIRED -**

00700	1	SF 1413 for Subcontracts		Not submitted
03250	1	Expansion Joint Materials	A	Approved
03307	1	Batching and Mixing Equipment	F	Receipt
03307	2	Conveying and Placement Equipment	F	Receipt
03307	3	Reinforcing Steel (Mat Steel, Bar Steel)	A	Approved
03307	4	Concrete Mixture Proportions;	A	Approved
03307	5	Cementitious Material	A	Approved
03307	6	Aggregates	A	Approved
03307	7	Manufacturer's Literature	A	Approved
03307	8	Batching & Mixing Equipment - Redi-Mix	F	Receipt
03307	9	Conveying & Placing Equipment - Redi-Mix	F	Receipt
03307	10	Concrete Mix Proportions - Redi-Mix	A	Approved
03307	11	Cementitious Material - Redi-Mix	A	Approved
03307	12	Aggregates - Redi Mix	A	Approved
03307	13	Manufacturer's Data; AEA - Redi-Mix	A	Approved
03307	14	Manufacturer's Data; WRA - Redi-Mix	A	Approved
05500	2	Welders	F	Receipt
05552	4	Mill Certs - Ladder Grab Rails	A	Approved

**C. QA/QC PUNCH LIST ITEMS -**

INCLUDE ADDITIONAL COMMENTS ON DAILY REPORT

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**D. LABOR RATES -**

LABOR CLASSIFICATIONS	BASIC RATE	FRINGE BENEFITS	PLUS %	TOTAL WAGE/HR
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

## PREPARATORY INSPECTION WORKSHEET

DEFINABLE FEATURE OF WORK : Site Cast Concrete

### E. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS -

DRAWING / SPEC. NO

COMMENTS / CONFLICTS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISCUSSED

Yes/ No/ NA

- |    |       |       |       |       |
|----|-------|-------|-------|-------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |

### F. REPETITIVE DEFICIENCIES FOUND ON PREVIOUS PROJECTS -

DISCUSSED

Yes/ No/ NA

- |    |       |       |       |       |
|----|-------|-------|-------|-------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |

### G. INSPECTION CHECKS -

IN COMPLIANCE

Yes/ No/ NA

- |    |       |       |       |       |
|----|-------|-------|-------|-------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |

### H. JOB SITE SAFETY -

IN COMPLIANCE

Yes/ No/ NA

- |    |       |       |       |       |
|----|-------|-------|-------|-------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |

### I. QUALITY ASSURANCE EVALUATION NOTES -

DISCUSSED

Yes/ No/ NA

- |    |       |       |       |       |
|----|-------|-------|-------|-------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |



<b>CONTRACTORS QUALITY CONTROL REPORT (QCR)</b> <b>DAILY LOG OF CONSTRUCTION - CIVIL</b>		REPORT NUMBER 92 <span style="float: right;">Page 1 of 2</span>																					
		DATE 22 Jun 2001 - Friday																					
PROJECT North & South Pier Repair, Baloney Harbor, MI		CONTRACT NUMBER DACW35-02-C-#### NA																					
CONTRACTOR ABC Company, Inc. 555 Imagination Road, Fantasy, MI 49494		WEATHER Weather Caused No Delay Temperature Min 80 °F, Max 63 °F; 0.01 IN Precipitation; 10 MPH Wind																					
<b>QC NARRATIVES</b>  <b>Activities in Progress:</b> Set and drove 24 sheets of SSP  Installing Miscellaneous Steel Waler sections c/s 4+00W to 4+50W  123 Tons of Fill stone placed between existing structure and req'd SSP wall from c/s 6+25 W to 6+75W.  <b>Safety Inspection / Safety Meetings:</b> Weekly Safety Meeting held today - Use of PPE - Hrad hats & Work Vests																							
<b>PREP/INITIAL DATES</b> (Preparatory and initial dates held and advance notice)  <b>A preparatory inspection was held today for the following feature:</b> Miscellaneous Steel & Handrail  <b>An initial inspection was held today for the following feature:</b> Miscellaneous Steel & Handrail																							
<b>ACTIVITY START/FINISH</b>  <b>The following activity was started today:</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Activity No</th> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> </tr> <tr> <td>2001</td> <td>Furnish &amp; Place Fill Stone - 1st 18,000 Tons</td> </tr> </table> <b>No activities were finished today</b>				Activity No	Description	2001	Furnish & Place Fill Stone - 1st 18,000 Tons																
Activity No	Description																						
2001	Furnish & Place Fill Stone - 1st 18,000 Tons																						
<b>QC REQUIREMENTS</b>  <b>The following 4 QC requirements were completed today:</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Requirement No</th> <th style="text-align: left; border-bottom: 1px solid black;">Type</th> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> <th style="text-align: left; border-bottom: 1px solid black;">Results</th> </tr> <tr> <td>CT-00001</td> <td>QC Testing</td> <td>Check Plumbness of piles during driving</td> <td>Completed</td> </tr> <tr> <td>CT-00002</td> <td>QC Testing</td> <td>Check horizontal placement of piling (Check for Pile-Walk)</td> <td>Completed</td> </tr> <tr> <td>CT-00003</td> <td>QC Testing</td> <td>Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.</td> <td>Completed</td> </tr> <tr> <td>CT-00004</td> <td>QC Testing</td> <td>Video Tape Interlocks of piling after driving SSP</td> <td>Completed</td> </tr> </table>				Requirement No	Type	Description	Results	CT-00001	QC Testing	Check Plumbness of piles during driving	Completed	CT-00002	QC Testing	Check horizontal placement of piling (Check for Pile-Walk)	Completed	CT-00003	QC Testing	Check vibratory hammer driving rate for SSP - 12"/minute is the minimum rate. If exceeded, switch to Impact hammer.	Completed	CT-00004	QC Testing	Video Tape Interlocks of piling after driving SSP	Completed
Requirement No	Type	Description	Results																				
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CT-00002	QC Testing	Check horizontal placement of piling (Check for Pile-Walk)	Completed																				
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CT-00004	QC Testing	Video Tape Interlocks of piling after driving SSP	Completed																				
<b>QA/QC PUNCH LIST</b> (Describe QC Punch List items issued, Report QC and QA Punch List items corrected)  <b>The following QC Punch List item was issued today:</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Item No</th> <th style="text-align: left; border-bottom: 1px solid black;">Location</th> <th style="text-align: left; border-bottom: 1px solid black;">Description</th> </tr> <tr> <td>QC-00001</td> <td>4+25W</td> <td>Cut-off sheets to finish grade from 4+00W to 4+50W</td> </tr> </table> <b>No Punch List items were corrected today</b>				Item No	Location	Description	QC-00001	4+25W	Cut-off sheets to finish grade from 4+00W to 4+50W														
Item No	Location	Description																					
QC-00001	4+25W	Cut-off sheets to finish grade from 4+00W to 4+50W																					
<b>CONTRACTORS ON SITE</b> (Report first and/or last day contractors were on site)  <b>No contractors had their first or last day on site today</b>																							
<b>LABOR HOURS</b>  <b>The following labor hours were Reported today:</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Employer</th> <th style="text-align: left; border-bottom: 1px solid black;">Labor Classification</th> <th style="text-align: center; border-bottom: 1px solid black;">Number of Employees</th> <th style="text-align: center; border-bottom: 1px solid black;">Hours Worked</th> </tr> <tr> <td></td> <td>IRONWORKER</td> <td style="text-align: center;">3.0</td> <td style="text-align: center;">10.0</td> </tr> <tr> <td></td> <td>PILE DRIVING SETTER</td> <td style="text-align: center;">2.0</td> <td style="text-align: center;">10.0</td> </tr> </table>				Employer	Labor Classification	Number of Employees	Hours Worked		IRONWORKER	3.0	10.0		PILE DRIVING SETTER	2.0	10.0								
Employer	Labor Classification	Number of Employees	Hours Worked																				
	IRONWORKER	3.0	10.0																				
	PILE DRIVING SETTER	2.0	10.0																				

<b>CONTRACTORS QUALITY CONTROL REPORT (QCR)</b> <b>DAILY LOG OF CONSTRUCTION - CIVIL</b>		REPORT NUMBER 92		Page 2 of 2
		DATE 22 Jun 2001 - Friday		
PROJECT North & South Pier Repair, Baloney Harbor, MI		CONTRACT NUMBER DACW35-02-C#####		
ABC Company, Inc.      PILE DRIVER OPERATOR Total hours worked to date: 30.0		Total	1.0 6.0	10.0 30.0
<b>EQUIPMENT HOURS</b> The following equipment hours were Reported today:				
Equipment ID	Description		Standby Hours	Operating Hours
00000002	Vibratory Hammer		0.0	10.0
00000003	Arc Welder		0.0	8.0
00000004	Crane - 100' Boom		0.0	10.0
Total operating hours to date: 28.0		Total	0.0	28.0
<b>ACCIDENT REPORTING</b> (Describe accidents) No accidents reported today				
CONTRACTOR CERTIFICATION    On behalf of the contractor, I certify that this Report is complete and correct and all equipment and material used and work performed during this Reporting period are in compliance with the contract plans and specifications, to the best of my knowledge, except as noted above.				
QC REPRESENTATIVE'S SIGNATURE		DATE	SUPERINTENDENT'S INITIALS	DATE



# SUBMITTAL REGISTER

CONTRACT NO.

CONTRACTOR

TITLE AND LOCATION

FY03 MAINTENANCE DREDGING NEW BUFFALO HARBOR, MI

TRANSMITTAL NO		SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				MAILED TO CONTR/	DATE RCD FRM APPR AUTH	REMARKS
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
	01100		SD-01 Preconstruction Submittals														
			Utility Location Plan		G AOF												
			Traffic Control Plan	1.5.8	G AOF												
			Survey Note Format	1.5.11.2	G AOF												
			Notice to Mariners	1.5.2													
			Buoy Relocation Position	1.5.10.1													
			Survey Information	1.5.11.2													
			Additional Real Estate Rights	1.1.3	G RED												
	01130		SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.5	G ECD												
	01451		SD-01 Preconstruction Submittals														
			Quality Control Plan	3.2	G AOF												
			SD-08 Manufacturer's Instructions														
			CQC System Manager	3.4.1	G AOF												
			SD-09 Manufacturer's Field Reports														
			Preparatory Inspection Checklist	3.6.1													
			Initial Inspection Checklist	3.6.2													
			Daily Inspection Report	3.8													
	02482		SD-01 Preconstruction Submittals														
			Sounding Equipment Description and Calibration Data		G AOF												
			Dredging, Conveyance and Placement Plan	1.4	G AOF												
			Dredging Placement Safety Plan	3.3.1													
			Notice of Start of Dredging	3.1													



## CONTRACT NO.

SUBMITTAL FORM, Jan 96

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <small>(Read instructions on the reverse side prior to initiating this form)</small>										DATE		TRANSMITTAL NO.											
SECTION I – REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <small>(This section will be initiated by the contractor)</small>										CONTRACT NO:		CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____											
TO:		FROM:		PROJECT TITLE AND LOCATION																			
SPECIFICATION SEC. NO.		DISCUSSION OF ITEMS SUBMITTED <small>(Type size, model number, etc.)</small>		MEG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <small>(See instruction no. 8)</small>		NO. OF COPIES		CONTRACT REFERENCE DOCUMENT SPEC. PARA. NO.		DRAWING SHEET NO.		FOR CONTRACTOR USE CODE		VARIATION <small>(see instruction No. 6)</small>		FOR CE USE CODE							
a.		b.		c.		d.		e.		f.		g.		h.		i.							
REMARKS		I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.																					
SECTION II – APPROVAL ACTION																							
ENCLOSURES RETURNED (List by Item No.)										NAME, TITLE, AND SIGNATURE OF APPROVING AUTHORITY								DATE					
NAME AND SIGNATURE OF CONTRACTOR																							
ENG FORM 4025, MAY 91										EDITION OF AUG 89 IS OBSOLETE.										SHEET _____ OF _____		(Proponent: CEMP-CE)	

## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288 for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specification -- also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A -- Approved as submitted.	E -- Disapproved (see attached)
B -- Approved, except as noted on drawings.	F -- Receipt acknowledged
C -- Approved, except as noted on drawings Refer to attached sheet resubmission required.	FX -- Receipt acknowledged, does not comply as noted with contract requirements
D -- Will be returned by separate correspondence.	G -- Other ( <i>Specify</i> )

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.



REPORT OF OPERATIONS - PIPELINE, DIPPER OR BUCKET DREDGES										REPORTS CONTROL SYMBOL ENGW-0-13	
THRU:				TO:			FROM:			REPORT NO.	
CHARACTER	<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL								DATE OR PERIOD		
DREDGE	NAME AND TYPE				SIZE	PIPELINE <small>in. dia. disch.</small>			DIPPER OR BUCKET <small>cu. yds. cap.</small>		
	HORSEPOWER OF		DREDGE PUMP		SUCTION PIPE JET		CUTTER OR BUCKET		PROPULSION		
	NUMBER OF CREWMEMBERS		DREDGE	SHORE	OTHER PLANT	TOTAL	WORK SCHEDULE		SHIFTS PER DAY	DAYS PER WEEK	
PROJECT AND BAR	NAME				AUTH DIMENSIONS		WIDTH	DEPTH	OVERDEPTH		
	LOCATION (include station numbers)										
CHARACTER OF MATERIAL	ABSOLUTE DENSITY			IN PLACE DENSITY <small>GMS/Liter</small>			VOIDS RATIO				
	GRAIN SIZE						GEOLOGICAL CLASSIFICATION				
CONTRACT OR DREDGING ORDER	NUMBER				<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR		TOTAL NO. OF DAYS IN WHICH WORK WAS DONE				
CHANNEL CONDITION	AVERAGE DEPTH	BEFORE DREDGING		AFTER DREDGING		MINIMUM SOUNDING	BEFORE DREDGING		AFTER DREDGING		
RIVER STAGE	MINIMUM	TIME		MAXIMUM		TIME	GAGE LOCATION				
WEATHER CONDITION	<small>(clear, cloudy, rain, snow, and fog)</small>					VISIBILITY <small>miles</small>	WIND (maximum velocity & direction)				
WORK PERFORMED						DISTRIBUTION OF TIME					
ITEM		UNIT	QUANTITY		EFFECTIVE WORKING TIME <small>(chargeable to cost of work)</small>			HOURS	MIN.		
AVERAGE WIDTH OF CUT		FEET			PUMPING OR DREDGING						
TOTAL ADVANCE THIS PERIOD		FEET			PCT. OF EFFECTIVE RENTAL TIME						
TOTAL ADV. PREVIOUS TO THIS PERIOD		FEET			BOOSTER (in line)			Hrs.	Min		
TOTAL ADVANCE TO DATE		FEET			NON-EFFECTIVE WORKING TIME <small>(chargeable to cost of work)</small>						
FLOATING PIPE:      SHORE PIPE:					HANDLING PIPE LINES						
TOTAL LENGTH OF DISCHARGE PIPE		FEET			HANDLING ANCHOR LINES						
AVERAGE LIFT		FEET			CLEARING PUMP AND PIPE LINE						
AVERAGE PUMP SPEED		R.P.M.			CLEARING CUTTER OR SUCTION HEAD						
AVG. DREDGED PER PUMP. HR, GROSS		CU.YDS.			WAITING FOR SCOWS						
SCOWS LOADED		NUMBER			TO AND FROM WHARF OR ANCHORAGE						
AVERAGE LOAD PER SCOW		CU. YDS.			CHANGING LOCATION OF PLANT ON JOB						
CUBIC YARDS REMOVED					LOSS DUE TO OPPOSING NATURAL ELEMENTS						
AMOUNT DREDGED THIS PERIOD:					LOSS DUE TO PASSING VESSELS						
(1) GROSS (computed amount)					SHORE LINE AND SHORE WORK						
(2) CREDITED (pay place)					WAITING FOR BOOSTER						
AMOUNT PREVIOUSLY REPORTED:					MINOR OPER. REPAIRS (explain in remarks)						
(1) GROSS (computed amount)					WAITING FOR ATTENDANT PLANT						
(2) CREDITED (pay place)					PREPERATION AND MAKING UP TOW						
TOTAL AMOUNT DREDGED TO DATE:					TRANSFERRING PLANT BETWEEN WORKS						
(1) GROSS (computed amount)					LAY TIME OFF SHIFT AND SATURDAYS						
(2) CREDITED (pay place)					SUNDAYS AND HOLIDAYS						
ATTENDANT PLANT											
ITEM	NAME OR NUMBER			HOURS		FIRE DRILL					
						MISCELLANEOUS (explain in remarks)					
						TOTAL NON-EFFECTIVE WORKING TIME					
						PCT. OF NON-EFFECTIVE RENTAL TIME					
						TOTAL EFFECTIVE AND NON-EFFECTIVE TIME <small>(chargeable to cost of work)</small>					
						PCT. OF TOTAL TIME IN PERIOD					
						LOST TIME <small>(not chargeable to cost of work)</small>					
						MAJOR REPAIRS AND ALTERATIONS					
						CESSATION					
						COLLISIONS					
						MISCELLANEOUS (explain in remarks)					
NUMBER OF INSPECTIONS	BY DISTRICT PERSONNEL		BY DIV & OCE PERSONNEL		TOTAL LOST TIME						
					PERCENTAGE OF TOTAL TIME						
CONTRACT USE ONLY	HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? <small>(If "YES", explain under remarks on back)</small>				<input type="checkbox"/> NO <input type="checkbox"/> YES		TOTAL TIME IN PERIOD				

ENG FORM 4267  
JAN 70

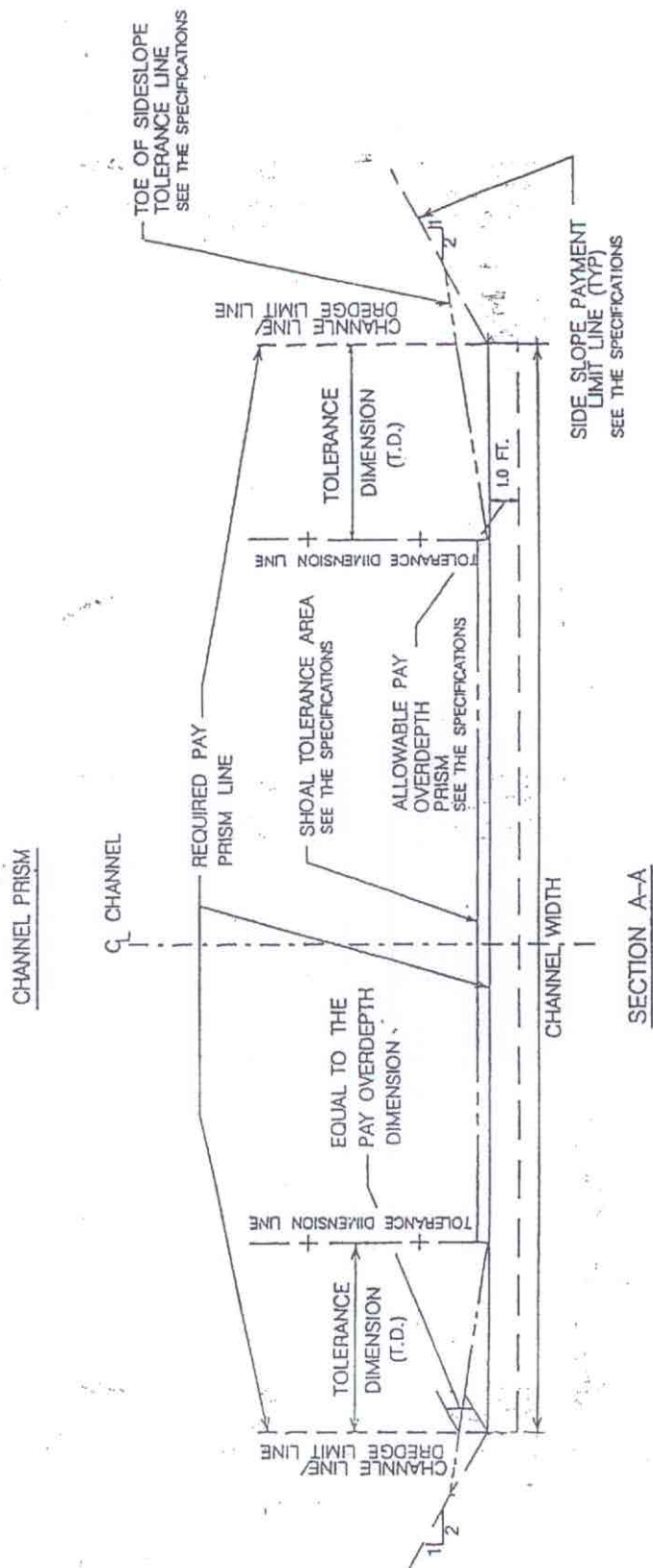
REPLACES ENG FORM 28 (Costs), 1 MAR 53, AND ENG FORM 29 (Costs).  
1 JAN 62, WHICH ARE OBSOLETE. (ER 1125-2-304)

(Signature and Remarks  
required on reverse side.)



SUMMARY OF COSTS					
ITEMS					COST
<b>DIRECT PLANT OPERATING COSTS</b>					
UNIFORM DAILY RATE BASIS <i>(To be completed when submitting Status and Completion reports.)</i>					
CHARGES: _____ DAYS AT _____ PER DAY <i>(Item 19, ENG Form 22 (Costs)-adjusted to exclude plant increment cost.)</i> ► OR ◄					
ACTUAL PLANT COSTS <i>(To be completed when submitting Annual report.)</i>					
PAYROLLS <i>(gross)</i> .....					
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE.....					
FUEL                      BARRELS AT                      PER BARREL.....					
WATER.....					
LUBRICANTS.....					
PLANT OWNERSHIP COSTS <i>(as computed below)</i> .....					
INSURANCE.....					
ATTENDANT PLANT.....					
MISCELLANEOUS.....					
SUBTOTAL - UNIFORM DAILY RATE OR ACTUAL					
<b>SHORE WORK</b>					
SUBTOTAL- SHORE WORK COSTS.....					
<b>OTHER COSTS</b>					
SURVEYS.....					
INSPECTION AND SUPERVISION.....					
OVERHEAD.....					
OTHER INDIRECT COSTS.....					
SUBTOTAL - OTHER COSTS.....					
SUBTOTAL - OTHER UNIT COST                      PER CUBIC YARD.....					
<b>GRAND TOTAL - ALL COSTS.....</b>					
<b>OPERATING SUPPLIES</b>				<b>ANNUAL REPORT DATA</b> <i>(complete when submitting Annual report.)</i>	
COMMODITIES	CONSUMED	INVENTORY		COST PER RENTAL MINUTE <i>(Based on total operating cost)</i> .....	per min.
	UNIT	QUANTITY	QUANTITY	VALUE	
FUEL <i>(oil)</i>	BBLs				TOTAL COST OF PLANT <i>(End of F.Y. reporting period)</i> .....
LUBRICANT <i>(oil)</i>	GAL				BOOK VAULE <i>(End of F.Y. reporting period)</i> .....
LUBRICANT <i>(grease)</i>	LBS				BALANCE IN PLANT ACCOUNT <i>(End of F.Y. reporting period)</i> .....
WATER	GAL				PLANT OWNERSHIP COSTS <i>(Actual for F.Y. reporting period):</i>
					DEPRECIATION.....
					REPAIRS <i>(Adjusted)</i> .....
					CESSATION OF WORK.....
SUBSISTENCE SUPPLIES.....					SMALL TOOLS, ETC. ....
MISCELLANEOUS SUPPLIES.....					
TOTAL.....					TOTAL.....
REMARKS					
SUBMITTED BY <i>(Name, title, and signature)</i>		RECOMMENDED BY <i>(Name, title, and signature)</i>		APPROVED BY <i>(Name, title, and signature)</i>	

SEE THE SPECIFICATIONS - SUBPARAGRAPH "OVERDEPTH AND TOLERANCES" SECTION 02482 "DREDGING"

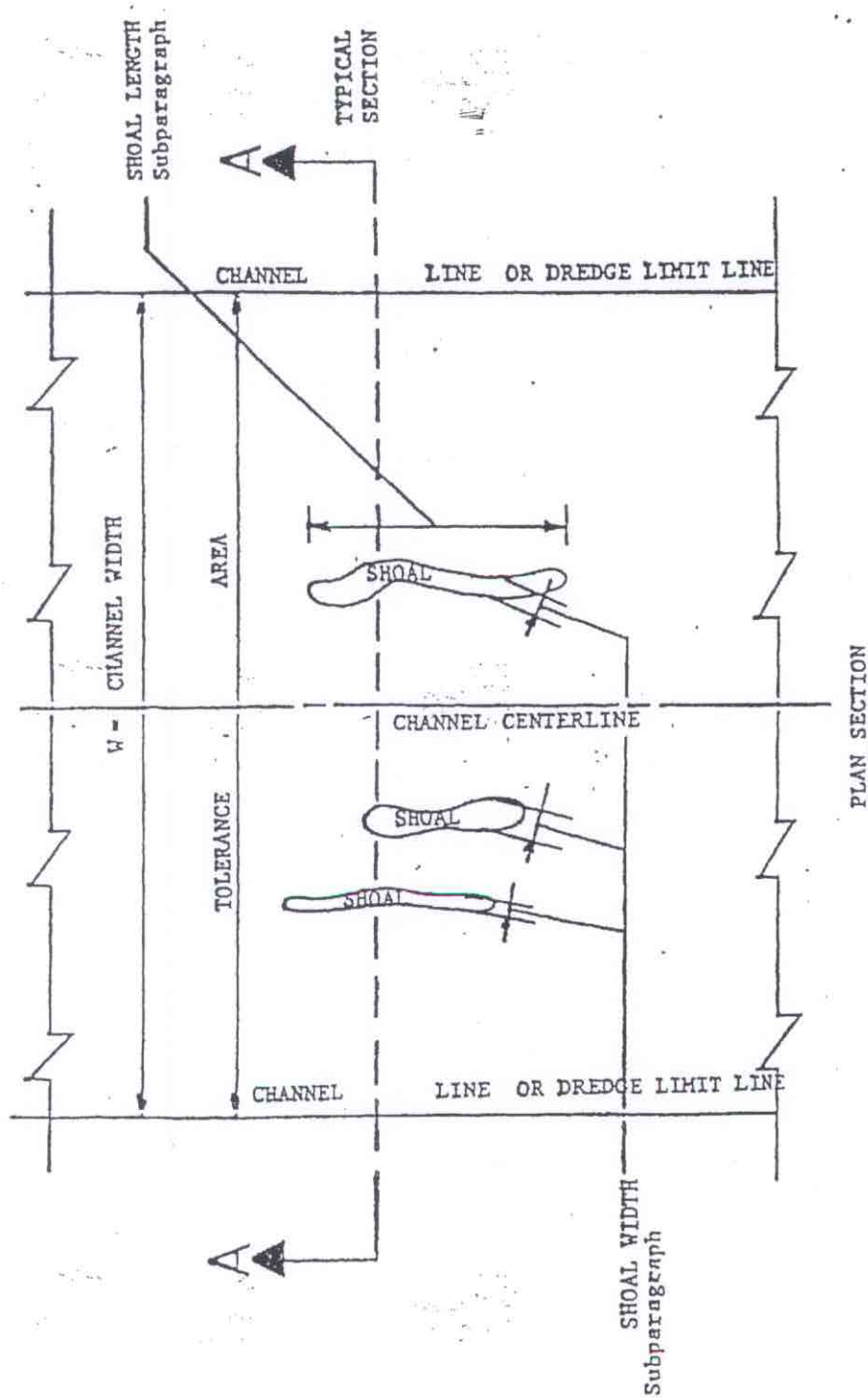


NOTE: THE EXISTING CHANNEL  
BOTTOM IS NOT SHOWN

See the Subparagraph "Overdepth and Tolerances" SECTION 02482 "DREDGING"

CHANNEL SHOAL TOLERANCE

Subparagraph



NINTH DISTRICT LOCAL NOTICE TO MARINERS  
GENERAL NOTICE ENTRY FORM

1. NAME OF COMPANY: \_\_\_\_\_

2. TYPE OF OPERATION: \_\_\_\_\_

3. LOCATION: \_\_\_\_\_

4. COMMENCE DATE: \_\_\_\_\_ COMPLETE DATE: \_\_\_\_\_

5. HOURS OF OPERATION: \_\_\_\_\_ TO: \_\_\_\_\_

6. DAYS OF OPERATION: \_\_\_\_\_ TO: \_\_\_\_\_

7. NAME OF CONTACT VESSEL: \_\_\_\_\_

8. VHF - FM CHANNELS MONITORED: \_\_\_\_\_

9. SPECIAL REQUIREMENTS/REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. FOR FURTHER INFORMATION CONTACT: \_\_\_\_\_

11. TELEPHONE #: \_\_\_\_\_

12. SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

" NOTE "

TEMPORARY MOORING BUOYS ARE REQUIRED TO BE WHITE WITH A BLUE HORIZONTAL BAND AROUND THE CIRCUMFERENCE OF THE BUOY AND THE WATER LINE. FOR MORE DETAILS CONCERNING REGULATIONS OF MOORING BUOYS REFER TO 33 CODE OF FEDERAL REGULATION PART 66.10-45. A COLOR DEPICTION OF A MOORING BUOY CAN BE FOUND I THE LIGHT LIST VOL. VII GREAT LAKES 1989 (PLATE 4).





## General Decision Number IL030018

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General Decision Number **IL030018**

Superseded General Decision No. IL020018

State: Illinois

Construction Type:

DREDGING

MARINE

County(ies):

STATEWIDE

ILLINOIS, INDIANA, MICHIGAN, MINNESOTA, NEW YORK, OHIO,

PENNSYLVANIA AND WISCONSIN

DREDGING AND MARINE CONSTRUCTION

Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, bridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Loc at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number

Publication Date

0

06/13/2003

COUNTY(ies):

STATEWIDE

SUIL2001A 01/01/2003

MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND  
MARINE CONSTRUCTION):  
FLOATING EQUIPMENT:

Indiana:

	Rates	Fringes
Class I	34.60	11.55+b&c
Class II	33.10	11.55+b&c
Class III	29.45	11.55+b&c
Class IV	24.50	11.55+b&c

Illinois:

Class I	38.35	11.55+b&c
Class II	36.85	11.55+b&c
Class III	32.80	11.55+b&c
Class IV	27.30	11.55+b&c

Michigan:

Class I	26.75	14.58+b&c
Class II	25.25	14.58+b&c
Class III	22.50	14.58+b&c
Class IV	18.70	14.58+b&c

Minnesota:

Class I	31.75	8.45+b&c
---------	-------	----------

Class II	30.25	8.45+b&c
Class III	26.95	8.45+b&c
Class IV	22.40	8.45+b&c
New York:		
(Cattaraugus, Chautauga,		
Erie and Orleans Counties):		
Class I	26.96	13.56+b&c
Class II	25.46	13.56+b&c
Class III	22.66	13.56+b&c
Class IV	18.85	13.56+b&c
(Cayuga, Jefferson, Oswego,		
and St. Lawrence Counties):		
Class I	25.30	8.85+b&c
Class II	23.80	8.85+b&c
Class III	21.20	8.85+b&c
Class IV	17.65	8.85+b&c
(Niagara):		
Class I	24.90	11.90+b&c
Class II	23.40	11.90+b&c
Class III	20.80	11.90+b&c
Class IV	17.30	11.90+b&c
(Monroe and Wayne Counties		
and the City of Rochester):		
Class I	27.50	9.00+b&c
Class II	26.00	9.00+b&c
Class III	23.15	9.00+b&c
Class IV	19.25	9.00+b&c
Ohio:		
(Ashtabula, Cuyahoga, Erie,		
Lake, and Lorain Counties:		
Class I	32.36	7.10+b&c
Class II	30.86	7.10+b&c
Class III	27.47	7.10+b&c
Class IV	22.84	7.10+b&c
(Lucas, Henry, Ottawa,		
Wood and Sandusky		
Counties:		
Class I	30.65	7.10+b&c
Class II	29.15	7.10+b&c
Class III	25.95	7.10+b&c
Class IV	21.58	7.10+b&c
Pennsylvania:		
(Erie County):		
Class I	24.57	8.74+b&c
Class II	23.07	8.74+b&c
Class III	20.67	8.74+b&c
Class IV	17.77	8.74+b&c
Wisconsin:		
Includes all marine/floating type work on projects in the		
Superior/Duluth Harbor, Lake Superior.		
Class I	31.65	12.30+b&c
Class II	30.15	12.30+b&c
Class III	26.85	12.30+b&c
Class IV	22.35	12.30+b&c
HYDRAULIC DREDGING:		
TUG OPERATOR - Vessel Over 800 Horse-		
Power	26.49	7.61+a+b
LAUNCH OPERATOR - Vessel 800 Horse-		
Power Or Less	25.15	7.61+a+b
TUG ENGINEER	26.49	7.61+a+b

TUG WORKERS:

Fireman, Lineman, Oiler,  
Deckhand, Tankerman. Scowman, (on/or  
with tugboats, launches,  
or other self-propelled  
boats) 22.51 7.61+a+b

DREDGE WORKERS:

Lead Deckhand 29.68 7.61+a+b  
Fireman, Oiler, Deckhand, &  
Scowman (with dipper, hydraulic  
or other floating equipment engaged in  
hydraulic and dipper dredging operations)  
Pipeline men, (both afloat & ashore including  
loading, unloading, maintaining, and handling  
pipelines for hydraulic dredges and sandboats)  
Rangeman, Tankerman, Sweepman and service  
Truck Driver 22.51 7.61+a+b

PAID HOLIDAYS (WHERE APPLICABLE):

A- NEW YEAR'S DAY, B- MEMORIAL DAY, C- INDEPENDENCE DAY, D-LABOR  
DAY, E- THANKSGIVING DAY, F- CHRISTMAS DAY, G- PRESIDENT'S  
DAY, H- VETERAN'S DAY.

FOOTNOTES:

- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
  - \*Level A \$2.50 per hour
  - \*Level B 2.00 per hour
  - \*Level C 1.00 per hour
  - \*Level D 0.50 per hour

Such wages shall be above the classifications of work  
listed under mechanical dredging and Marine construction  
of this general wage decision.

\*Working with Hazardous Waste at this level as defined by the  
U. S. Environmental Protection Agency.

CLASSIFICATION DESCRIPTIONS

Class I - Master Mechanic - assist and direct Class II, Class  
III, and Class IV, diver/wet tender, engineer  
(hydraulic dredge)

Class II - Crane/Backhoe Operator and Mechanic/Welder,  
assistant engineer(hydraulic dredge), leverman  
(hydraulic dredge), diver/tender

Class III - Deck Equipment Operator (Machineryman)  
Maintenance of Crane (over 50 ton capacity)  
or Backhoe (115,000 pounds or more), ug/launch  
operator, Loader/dozer and like equipment on Barge,  
breakwater wall, slip/dock, Scow, Deck Machinery,  
etc.

Class IV - Deck Equipment Operator(Machineryman/Fireman)  
(Four equipment units or more) and Crane Maintenance  
50 ton capacity and under or Backhoe weighing 115,000  
pounds or less, assistant tug operator.

-----  
WELDERS - Receive rate prescribed for craft performing operation  
to which welding is incidental.

=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION





SECTION TABLE OF CONTENTS

DIVISION 02 - SITE WORK

SECTION 02482

DREDGING

PART 1 GENERAL

- 1.1 UNIT PRICES
  - 1.1.1 Measurement
    - 1.1.1.1 Allowable Pay Overdepth and Sideslopes
    - 1.1.1.2 Shoal Removal
    - 1.1.1.3 Soundings
    - 1.1.1.4 Volume Calculations
    - 1.1.1.5 Excessive Dredging
    - 1.1.1.6 Monthly Partial Payments
    - 1.1.1.7 Continuity of Work
- 1.2 SUBMITTALS
- 1.3 PROJECT/SITE CONDITIONS
  - 1.3.1 Character of Materials
  - 1.3.2 Placement Area Conditions
- 1.4 SEQUENCING AND SCHEDULING
  - 1.4.1 Delivery of Plant and Order of Work

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

- 3.1 DREDGING
  - 3.1.1 Obstructions
    - 3.1.1.1 Caution Areas
  - 3.1.2 Channel Crossing
  - 3.1.3 Overdepth and Tolerances
    - 3.1.3.1 Allowable Pay Overdepth
    - 3.1.3.2 Side Slopes
    - 3.1.3.3 Toe of Side Slope
    - 3.1.3.4 Shoals
- 3.2 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS
  - 3.2.1 General
  - 3.2.2 Restriction
- 3.3 DISPOSAL OF DREDGED MATERIALS
  - 3.3.1 General
    - 3.3.1.1 Misplaced Material
  - 3.3.2 Government-Furnished Placement Area
    - 3.3.2.1 Location
    - 3.3.2.2 Placement
    - 3.3.2.3 Arcadia Harbor
- 3.4 CONTRACTOR QUALITY CONTROL
- 3.5 GOVERNMENT INSPECTION
  - 3.5.1 Gauge Maintenance
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## SECTION 02482

## DREDGING

## PART 1 GENERAL

## 1.1 UNIT PRICES

## 1.1.1 Measurement

## 1.1.1.1 Allowable Pay Overdepth and Sideslopes

The total estimated dredging quantity shown on the Bidding Schedule includes the required depth material plus the allowable overdepth material and allowable sideslope material. This amount represents the quantity shown on the Request For Proposal drawings plus an additional amount resulting from shoaling that is expected in advance of prior to dredging soundings.

## 1.1.1.2 Shoal Removal

If, before the Task Order is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes or other natural causes, redredging at the Contract unit price, within the limit of available funds, may be performed if agreed upon by both the Contractor and the Contracting Officer.

## 1.1.1.3 Soundings

The Request For Proposal drawings (See SECTION CLAUSE entitled "REQUEST FOR PROPOSAL DRAWINGS, MAPS AND SPECIFICATIONS") represent the conditions existing at the time of survey, but all soundings shown thereon will be verified and corrected by soundings taken before dredging. Determination of quantities removed will be made from after dredging soundings and the calculations made therefrom to determine quantities by in-place measurement. The determination of the quantities to be paid for in the area specified, after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

## 1.1.1.4 Volume Calculations

Within the limits of the allowable pay overdepth and side slope payment limit lines described in the Paragraph entitled "DREDGING", the total amount of materials removed and to be paid for under the Task Order will be measured by the cubic yard in place by computing the volume between the bottom surface shown by new soundings made before dredging and the bottom surface shown by the soundings of a survey made as soon as practicable after the work specified has been completed. Volume computations will be made by the Government by appropriate computer program or by the average end area method, based on cross sections including, but not limited to, cross sections taken at the same locations shown on the contract drawings. The average area of two (2) successive cross sections multiplied by the distance between the cross sections will be accepted as the volume. Any quantities misplaced or not satisfactorily placed in the approved disposal area will be deducted.

#### 1.1.1.5 Excessive Dredging

Materials taken from beyond the limits specified in Subparagraphs "Allowable Pay Overdepth" and "Side Slopes", will be excluded from the computed total amount dredged as excessive channel dredging or excessive side slope dredging and for which payment will not be made. The final determination of the amounts of excessive dredging will be based wholly on the surveys made for final examination and acceptance. (See Paragraph entitled "FINAL EXAMINATION AND ACCEPTANCE.")

#### 1.1.1.6 Monthly Partial Payments

Monthly partial payments will be based on quantities determined by daily soundings taken by the Contractor or other means acceptable to the Contracting Officer. (See CLAUSE entitled, "QUANTITY SURVEYS.") Sounding surveys for partial payment shall be conducted in the same manner specified in the Paragraph entitled, "PRIOR, AFTER AND CHECK SURVEYS," unless otherwise authorized or directed.

#### 1.1.1.7 Continuity of Work

Monthly partial payments will be made for work performed prior to final examination and acceptance. However, as final dredging is being performed for final examination and acceptance, no payment will be made for such final dredging work performed in any area until the depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, original material, or other obstructions, which cannot be removed by the plant specified in the accepted bid, or the equivalent of such plant, without blasting or special apparatus. No payment will be made for final excavation in any area not adjacent to and in prolongation of areas where full depth has been secured, except by decision of the Contracting Officer. If a nonadjacent area is excavated to full depth during the day to day operations carried on under the contract, payment for all work therein may be deferred until the required depth has been secured in the area intervening.

### 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

#### SD-01 Preconstruction Submittals

Sounding Equipment Description and Calibration Data; G-AOF

Verification that the Contractor's sounding equipment has been calibrated to correspond with the Government's sounding equipment shall be submitted prior to commencing work. Also submit the description of the Contractor's sounding equipment and transducer frequency prior to commencing work.

Dredging, Conveyance and Placement Plan; G-AOF

Prior to bringing equipment to the project site, submit plans of the proposed dredging, conveyance and placement operations.



#### Dredging Placement Safety Plan

Prior to commencing work at the placement area, describe in detail the means and methods to be utilized to provide for the public safety at the placement area, all in accordance with the Accident Prevention Plan.

#### Notice of Start of Dredging

Provide ten calendar day's advance written notice of the planned start of actual dredging operations to allow the Government to schedule and perform the prior-to-dredging sounding survey work before arrival of the dredging equipment.

#### Sounding Records

A copy of the prior and after soundings shall be furnished.

#### SD-06 Test Reports

#### Daily Report of Dredging Operations

Both sides of the report of operations form (ENG FORM 4267 or ENG FORM 27A), as appropriate to the type of work being performed, copies of which are available at Detroit District Area Offices, shall be completed and furnished daily. Each report shall contain a signed certification in the "REMARKS" space attesting that no overflow or discharge occurred from the dredging vessel(s) while dredging and while in transit from the dredging area to the unloading area. In the event an overflow or discharge occurs while dredging or while in transit, such certification shall not be made and instead an oral notification and complete written report on the incident shall be made to the Contracting Officer in shortest possible time. When appropriate and approved, quality control compliance inspections may be reported under the "REMARKS" item on the form. The Contractor shall submit an original and two (2) copies per calendar day to the Contracting Officer unless otherwise directed. An adequate supply of the report of dredging operation forms will be provided the Contractor by the Government upon request.

### 1.3 PROJECT/SITE CONDITIONS

#### 1.3.1 Character of Materials

The records of previous dredging and sampling are available for inspection at the Office of the Engineering & Construction Division, U.S. Army Corps of Engineers, Detroit District, 477 Michigan Avenue, McNamara Building, Detroit, Michigan 48226.

Arcadia Harbor: The material within the required dredging limits are those composing the shoaling since the areas were last dredged and consist primarily of sand and with trace amounts of silt and gravel. Displaced armor stone up to 3 tons may be present near the breakwater. However, they are not required to be removed.

Frankfort Harbor: The materials within the required dredging limits are those composing of the shoaling that has occurred since the areas were last dredged and are comprised primarily of sand with some peat.

Grand Haven Harbor: The materials within the required dredging limits for Grand Haven Harbor are those composing the shoaling that has occurred since

the last time the area was dredged consists of mainly sand with varying amounts of silt and some organic content including zebra mussel shells.

Holland Harbor: The materials within the required dredging limits for Holland Harbor are those composing the shoaling that has occurred since the last time the area was dredged consists of mainly sand with varying amounts of silt and some organic content.

Leland Harbor: The shoaling that has occurred since the areas were last dredged and consist mainly of sand with traces of silt and gravel. Displaced armor stone up to 3 tons may be present near the breakwater. However, they are not required to be removed.

Lexington Harbor: The materials to be removed within the required limits for Lexington Harbor are those composing the shoaling that has occurred since the last time the area was dredged. The shoaled materials consist primarily of sand and silt with some gravel and organic materials. Native materials below the required depth prism consists of dense sands, silts, and clays, with some gravel. Cobbles and boulders are also present in the native material.

Ludington Harbor: The materials within the required dredging limits are those composing the shoaling that has occurred since the last time the areas was dredged and consist of predominantly sand with varying amounts of silt. In addition, small pieces of driftwood may be present in the material to be dredged. Original material (sandy clay) may be encountered within the allowable everdepth and side slopes. Driftwood, cobbles and boulders may be encountered near breakwaters, revetments and pierheads and shall not be removed if they are a part of the harbor structures nor shall toe stone be undermined.

Manistee Habor: The materials within the required dredging limits are those composing the shoaling that has occurred since the last time the areas was dredged and consists of mainly of sand with varying amounts of silt and gravel with some organic content. In the overdepth prism, silty or sandy clay may be encountered. Slabwood may be encountered in the updstream portion of the river channel area. Slabwood is defined as "waste" from historic logging operations - the irregular outside pieces of cut from a log in squaring over it or preparing it for milling. Slabwood varies in size with the majority of it being approximately one inch thick, three inches wide and three feet long.

Muskegon Harbor: The materials within the required dredging limits are those composing the shoaling that has occurred since the areas was last dredged and consist predominantly of sand with varying amounts of silt and organic content. Shells and slab wood may be encountered throughout the project.

New Buffalo Harbor: The materials within the required dredging limits are those composing the shoaling that has occurred since the last time the area was dredged and consist of predominantly sand with varying amounts of silt. Wood piling, cobbles boulders may be encountered in the entrance channel. Pieces of slabwood may be encountered in the dredging area. Slabwood is defined as "waste" from historic logging operations - the irregular outside pieces of cut from a log in squaring over it or preparing it for milling. Slabwood varies in size with the majority of it being approximately one inch thick, three inches wide and three feet long.

Pentwater Harbor: The shoaling that has occurred since the areas were last



dredged and consist mainly of sand with traces of silt and gravel. Cobbles and small boulders may be encountered along the south revetment. However, they are not required to be removed.

Portage Lake Harbor: The materials within the required dredging limits are those composing the shoaling that has occurred since the last time the area was dredged and consists primarily of sand, with minor amounts of silt and organics.

Port Sanilac: The materials to be removed within the required limits for Port Sanilac Harbor consists primarily of the shoaling that has occurred since the last time the area was dredged. The shoaled materials consist of varying proportions of sand and silt. Riprap and mattress stones may be encountered near breakwaters, revetments and pier heads. Below the overdepth prism, original material consisting of clay, sand and gravel. Cobbles and boulders may be encountered.

Saugatuck Harbor: The materials within the required dredging limits are those composing the shoaling that has occurred since the areas were last dredged. The material to be dredged in this area consists primarily of sand with some amounts of silts.

St. Joseph Harbor: The materials within the required dredging limits are those composing the shoaling that has occurred since the last time the area was dredged and consist mainly of sand with varying amounts of silt and organic content. Driftwood, cobbles and boulders may be encountered near revetments, breakwaters and pier heads at the harbor.

White Lake Harbor: The materials within the required dredging limits are those composing the shoaling that has occurred since the last time the areas were dredged and consists of predominantly sand and silt. Minor amounts of slabwood may be encountered. Cobbles and boulders may be encountered near breakwaters, revetments and pierheads and shall not be removed if they are a part of the harbor structures nor shall toe stone be undermined. Slabwood is defined as "waste" from historic logging operations - the irregular outside pieces of cut from a log in squaring over it or preparing it for milling. Slabwood varies in size with the majority of it being approximately one inch thick, three inches wide and three feet long.

#### 1.3.2 Placement Area Conditions

The specific limits of the placement area will be shown on the request For Proposal drawings. The individual Request For Proposal limit of placement shall be somewhere within the placement zones as described in paragraph titled "Location". Dredged materials placed outside of the limits of the placement area shall be removed at no additional cost to the Government and deposited within the area approved for placement of dredged materials.

#### 1.4 SEQUENCING AND SCHEDULING

##### 1.4.1 Delivery of Plant and Order of Work

Prior to bringing equipment to the project site, the contractor shall submit a Dredging, Conveyance and Placement Plan describing in detail how he plans on accomplishing the proposed work under each Task Order. Unless otherwise directed by the Contracting Officer, the Contractor shall accomplish the required work within the time established in each Request For Proposal."

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 DREDGING

Ten (10) calendar days prior to any work being performed the contractor shall provide written Notice of Start of Dredging to the Contracting Officer so that the Government can schedule and perform prior soundings. The Contractor shall perform all dredging work to remove material to the required depths within the limits shown on the drawings and as specified. Any materials in the allowable overdepth prism and allowable side slopes are not required to be removed. Rocks, cobbles (3 to 12 inches) and boulders (over 12 inch) may be encountered near breakwaters, revetments and pier heads and shall not be removed if they are part of the harbor structures nor shall toe stones be undermined. Indicated required dredging areas within required downstream and upstream dredging limits will be revised by the Government, after obtaining the before (prior to) dredging soundings. The Contractor may be required to suspend dredging at any time when for any reason the gauges or ranges cannot be seen or properly followed.

3.1.1 Obstructions

Should original material, ledge rock, boulders, cobbles, rock fragments, wrecks, scrap materials, snags, stumps, piles, debris or other material be encountered which cannot be removed by the plant specified in the accepted bid, or equivalent plant, without blasting or special apparatus, the Contractor shall remove therefrom all overlying material within the required dredging prism which in the judgment of the Contracting Officer can be removed by the use of the plant specified in the accepted bid or equivalent plant.

3.1.1.1 Caution Areas

There are several caution areas shown on the Request For Proposal drawings where timber piling, wood cribs and stone exist at or near the federal channel limits. If these obstructions are encountered, only the overlying materials needs to be dredged.

3.1.2 Channel Crossing

Any existing channel crossing that is damaged due to the Contractor's operations shall be repaired by the Contractor and at its expense.

3.1.3 Overdepth and Tolerances

Two (2) drawings are enclosed in SECTION 01999 to aid in defining the requirements specified hereinafter.

3.1.3.1 Allowable Pay Overdepth

To cover inaccuracies of the dredging process, materials actually removed from within the channel lines to a depth of not more than one (1) foot below the required pay prism line will be measured and paid for at the Contract unit price. However, the maximum quantity of overdepth materials to be paid for will be equivalent to that quantity present within the one (1) foot overdepth prism immediately below the required materials to be



removed as determined from the prior to dredging soundings. Any dredging below the allowed one (1) foot will be considered as excessive dredging and for which payment will not be made.

#### 3.1.3.2 Side Slopes

Materials actually removed, within limits shown on the drawings, to provide for final side slopes not flatter than one vertical (1V) on two horizontal (2H), perpendicular to the channel line or dredge limit line, whichever is applicable, but not in excess of the amount originally lying above the side slope payment limit line will be calculated and paid for, whether dredged in their original location or removed by dredging a space at the bottom of the slope to accommodate the up slope materials falling into the cut. The provisions of this Subparagraph also apply to end slopes at the upstream and downstream dredging limits of the channel. However, if the Contractor elects to use the box cut method on the side slope this material will be paid for whether dredged in their original location or removed by dredging a space at the bottom of the slope to accommodate the side slope materials falling into the box cut.

#### 3.1.3.3 Toe of Side Slope

Any materials remaining above the required pay prism line will be allowed to remain in place, but will not be paid for, provided these materials lie below the tolerance line specified hereinafter. The toe of side slope tolerance line, as shown on the cross-section drawings, is defined as a straight line through the following two (2) points and extended to the side slope line:

- a. A point on the required pay prism line located a distance from the channel line or dredge limit line, as shown on the Request For Proposal drawings (shown on the enclosed drawings and Request For Proposal drawings as tolerance dimension "T.D.") and ;
- b. A point located at the channel line or dredge limit line, whichever is applicable, and above the required pay prism line a distance equal to the specified channel allowable pay overdepth.

#### 3.1.3.4 Shoals

A tolerance of 0.5 feet above the required pay prism line, in the remaining channel area, will be allowed for acceptance of remaining shoal materials. The allowed shoal materials may be left in place but shall be of such nature that they will not affect navigation, and will not be paid for unless they are removed. The remaining channel area is defined as that portion of the channel which lies between the two (2) points located on the required pay prism line for determining toe of side slope tolerance line and is shown on the enclosed drawings titled "CHANNEL SHOAL TOLERANCE" as Tolerance Area. The allowed shoaling shall not be continuous throughout the required dredging area. The limitations for individual shoals are as follows:

- a. Maximum width:

Maximum width of each remaining shoal area not required to be removed shall be not more than five percent (5%) of the full project channel width or ten (10) feet, whichever is greater.

- b. Longitudinal length:

Longitudinal length of each remaining shoal area not required to be removed shall be not more than twenty-five percent (25%) of the full project channel width or fifty (50) feet, whichever is greater.

c. Cumulative width:

Cumulative width of remaining individual shoals not required to be removed within the shoal area, at any channel cross section, shall be not more than twenty-five percent (25%) of the full project channel width or ten (10) feet, whichever is greater.

3.2 CONVEYANCE AND TRANSFER OF DREDGED MATERIALS

3.2.1 General

All nautical vessels, pipelines and land based transport and conveyance systems shall be operated, loaded and unloaded in such manner as to prevent overflow, spills, leaks, waste, or other loss of dredged materials between point of pick-up and point of deposition within the placement area. Hauling vessels shall have sufficient sidewall height and integrity to prevent drainage over or through the sides and bottom during hauling.

3.2.2 Restriction

The method employed by the Contractor in conveying dredged materials to the placement area shall be as approved by the Contracting Officer at all times. Temporary dumping or placement of materials outside of the placement area for subsequent rehandling into the placement area is prohibited unless otherwise approved by the Contracting Officer.

3.3 DISPOSAL OF DREDGED MATERIALS

3.3.1 General

Prior to placement of dredge material, the Contractor will submit a Dredging Placement Safety Plan, describing in detail the means and methods to be utilized to provide for the public safety at the placement area. The dredged materials shall be deposited within the Government-furnished placement area shown on the Request For Proposal drawings. The Government-furnished placement area has sufficient capacity to contain all materials to be dredged under this Contract;. Placement of the dredged materials within the placement area shall be as specified and shown except as otherwise directed by the Contracting Officer. Except as otherwise authorized by the Contracting Officer in writing, no disposal shall be performed unless a representative of the Contractor for Quality Control is present at the time. The method employed by the Contractor in depositing dredged materials in the placement area shall be as approved by the Contracting Officer at all times.

3.3.1.1 Misplaced Material

Any material that is deposited elsewhere than in the places designated in each Task Order or approved by the Contracting Officer will not be paid for. The Contractor shall be required to remove such misplaced material at its expense and deposit it in the place designated in each Task Order or approved by the Contracting Officer.



## 3.3.2 Government-Furnished Placement Area

## 3.3.2.1 Location

As shown on the drawings and as specified, the dredged materials shall be placed within the lakeward and landward limits as shown on the Request For Proposal drawing. Within these limits the dredged materials shall be evenly distributed along the entire length of the placement area shown, parallel to the Lake Michigan and Lake Huron shoreline. Placement area for various harbors shall be as indicated below:

HARBOR	PLACEMENT ZONE	
Arcadia Harbor	2,000' -	2,800' North of the North Pier
Frankfort Harbor	1,500' -	3,000' North of the North Pier
Grand Haven Harbor	6,000' -	7,000' South of South Pier
Holland Harbor	3,000' -	4,500' South of the South Breakwater
Leland Harbor	1,000' -	2,700' South of the South Pier
Lexington Harbor	800' -	3,900' South of the South Breakwater
Ludington Harbor	7,000' -	9,000' North of the North Breakwater
Manistee Harbor	1,000' -	3,000' North of the North Pier
Muskegon Harbor	9,000' -	11,500' South of the South Pier
New Buffalo Harbor	1,500' -	3,000' South of the South Breakwater
Pentwater Harbor	1,500' -	3,000' North of the North Pier
Portage Lake Harbor	2,000' -	5,000' South of the South Pier
Port Sanilac Harbor	7,500' -	10,400' South of the South Breakwater
Saugatuck Harbor	500' -	2,700' South of the South Pier
St. Joseph Harbor	500' -	2,000' South of Park Street
White Lake Harbor	3,000' -	5,000' South of the South Pier

## 3.3.2.2 Placement

As shown on the drawings and as specified, the dredged materials shall be placed in an area bounded by the existing shoreline and the most landward six (6) foot depth contour and as shown on the Request For Proposal drawings. The dredged materials at Lexington and Port Sanilac Harbors shall be placed in an area bounded by the most landward four (4) foot depth contour and the most landward eight (8) foot depth contour and the limits as shown on the Request For Proposal drawings. Within these limits the dredged materials shall be evenly distributed along the entire length of the placement area, parallel to the Lake Michigan shoreline and Lake Huron shoreline for Lexington and Port Sanilac Harbors.

## 3.3.2.3 Arcadia Harbor

The Contractor must place personnel, equipment and discharge piping on the land at this harbor only in location approved by the Contracting Officer. Such locations shall be coordinated and established on the field with the Contracting Officer's Representative for the purpose of protecting a plant species (dune thistle) classified by the Government as threatened. See SECTION 01130 entitled "ENVIRONMENTAL PROTECTION").

## 3.4 CONTRACTOR QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for dredging and placement operations to assure compliance with the Contract requirements and provide a Daily Report of Dredging Operations by

completing the appropriate form and completing all inspections of items under this system, including, but not limited to, the following:

- a. Layout of work, and placement areas.
- b. Proper dredging depths and placement heights.
- c. Conveyance and placement operations.
- d. Removal of misplaced material.
- e. Safety requirements.

### 3.5 GOVERNMENT INSPECTION

#### 3.5.1 Gauge Maintenance

The Contractor shall maintain its gauges, ranges, location marks and limit marks in proper order and position. The presence of a Government inspector shall not relieve the Contractor of its responsibility for the proper execution of the work in accordance with the specifications and drawings.

#### 3.5.2 Facilities

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boat operators, laborers and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting the work. However, the Contractor will not be required to furnish such facilities for the surveys prescribed in the Paragraph "FINAL EXAMINATION AND ACCEPTANCE."

#### 3.5.3 Transportation

The Contractor shall furnish, on the request of the Contracting Officer or any inspector, suitable transportation from designated points on shore to and from the various pieces of off-shore plant and off-shore placement areas.

#### 3.5.4 Compliance

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

### 3.6 PRIOR, AFTER AND CHECK SURVEYS

For each Task Order, prior, after and check surveys will be made by sonic sounding methods. The Contractor's sounding equipment shall be calibrated to correspond with the Government's sounding equipment. The Government will make prior and after surveys and may make check surveys. The Contractor shall make check surveys. Sounding lines will be established by the Government for the required dredge area-to provide the best fit of lines, within that area - to use average end cross sections for quantity calculations. Cross-sections will have the required spacing as necessary to provide a good representation of the area surveyed, unless otherwise determined by the Contracting Officer. The check surveys and after dredging soundings shall be taken as close as practicable on the same lines established and used for the prior to dredging soundings, unless otherwise



determined by the Contracting Officer. The full electronic data set shall be used to determine cubic yards in place. Additional soundings will be taken as the Contracting Officer may deem necessary. Only one (1) prior survey will be made for the project, by the Government. If additional prior surveys are required, due to the Contractor's operations, the cost of such surveys shall be paid by the Contractor. The cost of such surveys shall be the same as specified in the Paragraph entitled, "FINAL EXAMINATION AND ACCEPTANCE."

### 3.7 FINAL EXAMINATION AND ACCEPTANCE

#### 3.7.1 Examination

For each Task Order, as soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) and in the opinion of the Contracting Officer will not be subject to damage by further operations under the Contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps or other lack of Contract depth be disclosed by this examination, the Contractor is required to remove same by dragging the bottom or by dredging at the Contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoals may be waived at the discretion of the Contracting Officer. The Contractor or its authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two (2) sounding or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$3,500 per calendar day in which the Government plant is engaged in sounding or sweeping and/or is en route to or from the site or held at or near the said site for such operations.

#### 3.7.2 Acceptance

Final acceptance of the whole or part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

END>